

# **EXHIBIT B**

**CUSTOMER CLAIM**

Bernard L. Madoff Investment Securities LLC

Case No 08-01789-BRL

U.S. Bankruptcy Court for the Southern District of New York

Claim Number: **005625**

**BERNARD L. MADOFF INVESTMENT SECURITIES LLC**

In Liquidation

**DECEMBER 11, 2008**

**RECEIVED**

**MAR 02 2009**

Irving H. Picard, Esq.  
Trustee for Bernard L. Madoff Investment Securities LLC  
Claims Processing Center  
2100 McKinney Ave., Suite 800  
Dallas, TX 75201



Account Number: 1P0085  
PEDS RETIREMENT TRUST  
GILBERT R FISCH AND  
MARCIA FISCH TRUSTEES  
108 WINDSOR POINTE DRIVE  
PALM BEACH GARDENS, FL 33418

Provide your office and home telephone no.

Cell 561) 307-4946  
OFFICE: \_\_\_\_\_

HOME: 561) 799-6518

Taxpayer I.D. Number (Social Security No.)

Gilbert R. Fisch 135-22-4489

(If incorrect, please change)

**NOTE: BEFORE COMPLETING THIS CLAIM FORM, BE SURE TO READ CAREFULLY THE ACCOMPANYING INSTRUCTION SHEET. A SEPARATE CLAIM FORM SHOULD BE FILED FOR EACH ACCOUNT AND, TO RECEIVE THE FULL PROTECTION AFFORDED UNDER SIPA, ALL CUSTOMER CLAIMS MUST BE RECEIVED BY THE TRUSTEE ON OR BEFORE March 4, 2009. CLAIMS RECEIVED AFTER THAT DATE, BUT ON OR BEFORE July 2, 2009, WILL BE SUBJECT TO DELAYED PROCESSING AND TO BEING SATISFIED ON TERMS LESS FAVORABLE TO THE CLAIMANT. PLEASE SEND YOUR CLAIM FORM BY CERTIFIED MAIL - RETURN RECEIPT REQUESTED.**

\*\*\*\*\*

1. Claim for money balances as of **December 11, 2008**:

a. The Broker owes me a Credit (Cr.) Balance of \$ 231,009.

b. I owe the Broker a Debit (Dr.) Balance of \$ \_\_\_\_\_

*Difference between money in & money out*

- c. If you wish to repay the Debit Balance,  
please insert the amount you wish to repay and  
attach a check payable to "Irving H. Picard, Esq.,  
Trustee for Bernard L. Madoff Investment Securities LLC."

If you wish to make a payment, **it must be enclosed**  
with this claim form. \$ \_\_\_\_\_

- d. If balance is zero, insert "None." \_\_\_\_\_

2. Claim for securities as of **December 11, 2008**:

**PLEASE DO NOT CLAIM ANY SECURITIES YOU HAVE IN YOUR POSSESSION.**

- |   | YES<br>_____   | NO<br>_____    |
|---|----------------|----------------|
| a. The Broker owes me securities        | ✓<br>_____     | _____<br>_____ |
| b. I owe the Broker securities          | _____<br>_____ | _____<br>_____ |
| c. If yes to either, please list below: |                |                |

		Number of Shares or Face Amount of Bonds	
Date of Transaction (trade date)	Name of Security	The Broker Owes Me (Long)	I Owe the Broker (Short)
_____	_____	_____	_____
_____	_____	_____	_____
_____	LIST ATTACHED	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Proper documentation can speed the review, allowance and satisfaction of your claim and shorten the time required to deliver your securities and cash to you. Please enclose, if possible, copies of your last account statement and purchase or sale confirmations and checks which relate to the securities or cash you claim, and any other documentation, such as correspondence, which you believe will be of assistance in processing your claim. In particular, you should provide all documentation (such as cancelled checks, receipts from the Debtor, proof of wire transfers, etc.) of your deposits of cash or securities with the Debtor from as far back as you have documentation. You should also provide all documentation or

**information regarding any withdrawals you have ever made or payments received from the Debtor.**

Please explain any differences between the securities or cash claimed and the cash balance and securities positions on your last account statement. If, at any time, you complained in writing about the handling of your account to any person or entity or regulatory authority, and the complaint relates to the cash and/or securities that you are now seeking, please be sure to provide with your claim copies of the complaint and all related correspondence, as well as copies of any replies that you received.

**PLEASE CHECK THE APPROPRIATE ANSWER FOR ITEMS 3 THROUGH 9.**

**NOTE: IF "YES" IS MARKED ON ANY ITEM, PROVIDE A DETAILED EXPLANATION ON A SIGNED ATTACHMENT. IF SUFFICIENT DETAILS ARE NOT PROVIDED, THIS CLAIM FORM WILL BE RETURNED FOR YOUR COMPLETION.**

	<u>YES</u>	<u>NO</u>
3. Has there been any change in your account since December 11, 2008? If so, please explain.	_____	_____✓
4. Are you or were you a director, officer, partner, shareholder, lender to or capital contributor of the broker?	_____	_____✓
5. Are or were you a person who, directly or indirectly and through agreement or otherwise, exercised or had the power to exercise a controlling influence over the management or policies of the broker?	_____	_____✓
6. Are you related to, or do you have any business venture with, any of the persons specified in "4" above, or any employee or other person associated in any way with the broker? If so, give name(s)	_____	_____✓
7. Is this claim being filed by or on behalf of a broker or dealer or a bank? If so, provide documentation with respect to each public customer on whose behalf you are claiming.	_____	_____✓
8. Have you ever given any discretionary authority to any person to execute securities transactions with or through the broker on your behalf? Give names, addresses and phone numbers.	_____	_____✓

9. Have you or any member of your family ever filed a claim under the Securities Investor Protection Act of 1970? if so, give name of that broker. \_\_\_\_\_ ✓

Please list the full name and address of anyone assisting you in the preparation of this claim form: \_\_\_\_\_

If you cannot compute the amount of your claim, you may file an estimated claim. In that case, please indicate your claim is an estimated claim.

**IT IS A VIOLATION OF FEDERAL LAW TO FILE A FRAUDULENT CLAIM. CONVICTION CAN RESULT IN A FINE OF NOT MORE THAN \$50,000 OR IMPRISONMENT FOR NOT MORE THAN FIVE YEARS OR BOTH.**

**THE FOREGOING CLAIM IS TRUE AND ACCURATE TO THE BEST OF MY INFORMATION AND BELIEF.**

Date 2/25/09 Signature Gilbert R. Fisch  
Date 2/25/09 Signature Marcia V. Fisch

(If ownership of the account is shared, all must sign above. Give each owner's name, address, phone number, and extent of ownership on a signed separate sheet. If other than a personal account, e.g., corporate, trustee, custodian, etc., also state your capacity and authority. Please supply the trust agreement or other proof of authority.)

**This customer claim form must be completed and mailed promptly, together with supporting documentation, etc. to:**

Irving H. Picard, Esq.,  
Trustee for Bernard L. Madoff Investment Securities LLC  
Claims Processing Center  
2100 McKinney Ave., Suite 800  
Dallas, TX 75201

**CUSTOMER CLAIM**

**BERNARD L. MADOFF INVESTMENT SECURITIES LLC**

Attachment to Item 2. c. List of Securities

Date of Transaction (trade date)	Name of Security	Number of Shares or Face Amount of Bonds	
		The Broker Owes ME (Long)	I Owe the Broker (Short)
11/06/08	AT&T INC	7455	
11/06/08	ABBOTT LABORATORIES	1995	
11/06/08	AMGEN INC	1365	
11/06/08	APPLE	1155	
11/06/08	BANK OF AMERICA	6300	
11/06/08	CHEVRON CORP	2625	
11/06/08	CISCO SYSTEMS INC	7665	
11/06/08	CITI GROUP INC	6825	
11/06/08	COCA COLA CO	2520	
11/06/08	COMCAST CORP CL A	3780	
11/06/08	CONOCOPHILIPS	1890	
11/06/08	EXXON MOBIL	6615	
11/06/08	GENERAL ELECTRIC CO	13335	
11/06/08	GOOGLE	315	
11/06/08	HEWLETT PACKARD CO	3150	

**CUSTOMER CLAIM**

**BERNARD L. MADOFF INVESTMENT SECURITIES LLC**

Attachment to Item 2. c. List of Securities

Date of Transaction (trade date)	Name of Security	Number of Shares or Face Amount of Bonds	
		The Broker Owes ME (Long)	I Owe the Broker (Short)
11/06/08	INTEL CORP	7245	
11/06/08	INTERNATIONAL BUSINESS MACHS	1785	
11/06/08	J.P. MORGAN CHASE & CO	4725	
11/06/08	JOHNSON & JOHNSON	3465	
11/06/08	MCDONALDS CORP	1470	
11/06/08	MERK & CO	2730	
11/06/08	MICRSOFT CORP	9975	
11/06/08	ORACLE	5040	
11/06/08	PEPSICO INC	1995	
11/06/08	PFIZER INC	8505	
11/06/08	PHILLIP MORRIS INTERNATIONAL	2625	
11/06/08	PROCTER & GAMBLE CO	3780	
11/06/08	QUALCOMM INC	2100	
11/06/08	SCHLUMBERGER LTD	1575	
NO CONF SLIP	FIDELITY SPARTAN U S TREASURY MONEY MARKET	18,186	

[illegible]



***PEDS RETIREMENT TRUST***  
***ACCOUNT NUMBER POO85-3 POO85-4***

Irving H. Picard, Esq.  
Trustee for Bernard L. Madoff Investment Securities, LLC  
Claims Processing Center  
2100 McKinney Ave. Suite 800  
Dallas, Texas 75201

Dear Mr. Picard:

Enclosed is the following:

- Customer claim form listing all securities
- November 30, 2008 monthly statement
- Confirmation slips for all securities listed (will send if needed)
- Quarterly reports for 2008 ending 9/30/08
- Debit slips from Madoff from 1997 to 2008, 2 slips missing for 2004 but accounted for on quarterly statement.
- Portfolio management reports of the last quarter from 1997 to 9/30/08
- Copy of Retirement account trust

We never complained about the management of our account.

Withdrawals were made solely to satisfy the IRS minimal required distributions which we used to pay living expenses.

The losses incurred have created an acute financial crisis for my wife and myself. Please contact me if any further information would be of assistance in completing my claim. This information is compiled to the best of my ability.

Sincerely,

*Gilbert R. Fisch 2/25/09*  
*Marcia V. Fisch 2/25/09*

Gilbert R. Fisch, M.D. & Marcia V. Fisch  
108 Windsor Pointe Drive  
Palm Beach Gardens, Florida 33418

Phone 561 799 6518  
Fax 561 799 0219  
E-mail Mfisch1043@  
Aol.com

cell 561) 307-4946

PDS RESTATEMENT TRUST  
Pg 10 of 99

		(1)	(2)	(3)	(4)
			CONTRIB	W/D	
1	7-15-97	FMV - STARTING EQTY	1596009		
2					
3	9-30-01	W/D		< 50000 >	
4	12-31-01	"		< 70000 >	
5					
6	6-30-02	"		< 50000 >	
7	9-30-02	"		< 100000 >	
8					
9	3-31-03	"		< 50000 >	
10	6-30-03	"		< 50000 >	
11	9-30-03	"		< 50000 >	
12					
13	3-31-04	"		< 100000 >	
14	12-31-04	"		< 60000 >	
15					
16	6-30-05	"		< 50000 >	
17	9-30-05	"		< 60000 >	
18	12-31-05	"		< 75000 >	
19					
20	3-31-06	"		< 75000 >	
21	6-30-06	"		< 35000 >	
22	9-30-06	"		< 75000 >	
23	12-31-06	"		< 25000 >	
24					
25	3-31-07	"		< 75000 >	
26	6-30-07	"		< 100000 >	
27	9-30-07	"		< 25000 >	
28	12-31-07	"		< 50000 >	
29					
30	3-31-08	" 1-30-08 35,000 2-8-08 50,000		< 85000 >	
31	6-30-08	" 5-31-08		< 25000 >	
32	9-30-08	" 9-3-08		< 30000 >	
33					
34				< 1365000 >	231009
35					
36					

**Actuarial Consulting Professional Advisors LLP  
PROTOTYPE MONEY PURCHASE PENSION PLAN**

**STANDARDIZED ADOPTION AGREEMENT**

Adoption Agreement Form #005 For Use With BASIC PLAN #01

**SECTION 1**

**PLAN AND SPONSORING EMPLOYER INFORMATION**

- 1.1 **NAME OF PLAN:** PEDS RETIREMENT TRUST Retirement Plan
- 1.2 **PLAN NUMBER:** 001
- 1.3 **TYPE OF PLAN:** This Plan is a Money Purchase Pension plan.
- 1.4 **EFFECTIVE DATE:** This Plan is an amended or restated plan, which was originally effective January 1, 1997. The date this amended Plan is effective is January 1, 1997.
- 1.5 **SPONSORING EMPLOYER:** GILBERT R. FISCH, M.D.  
106 North Village Way  
Jupiter, FL 33458-7818  
Telephone (561) 744-0049
- 1.6 **FORM OF BUSINESS:** Sole Proprietorship
- 1.7 **FISCAL YEAR ENDS:** December 31st
- 1.8 **E.I.N.:** 04-2619950
- 1.9 **PLAN ADMINISTRATOR:** The Sponsoring Employer
- 1.10 **TRUSTEES:** Gilbert Fisch and Marcia Fisch at the Sponsoring Employer's address above
- 1.11 **PLAN YEAR:** January 1st to December 31st
- 1.12 **ANNIVERSARY DATE:** December 31
- 1.13 **PRIOR BUSINESS ENTITY FOR WHICH PRIOR SERVICE IS CREDITED UNDER THE PLAN, IF ANY:** Holliston Pediatric Group
- 1.14 **ADDITIONAL PARTICIPATING EMPLOYER(S):** None

**SECTION 2**

**PLAN PARTICIPATION, SERVICE**

- 2.1 **MINIMUM SERVICE AND AGE REQUIREMENT FOR ELIGIBILITY**

9.3 AUTHORIZED SIGNATURES

FOR THE SPONSORING EMPLOYER:

GILBERT R. FISCH, M.D.

Name and Title: GILBERT R. FISCH M.D.  
(Print name) (Title)

Signature and Date: Gilbert R. Fisch MD 10/14/02  
(Signature) (Date)

INDIVIDUAL TRUSTEE(S):

Name of Trustee: GILBERT FISCH

Signature and Date: Gilbert R. Fisch MD 10/14/02  
(Signature) (Date)

Name of Trustee: MARCIA FISCH

Signature and Date: Marcia Fisch 10/14/02  
(Signature) (Date)

All acts or transactions taken on behalf of the Trust can only be taken with the consent of a majority of the Trustees unless the Trustees have agreed by a majority of their number that a particular act or transaction can be taken or approved by a single Trustee.

**HOLLISTON PEDIATRIC GROUP, INC.**  
**HOLLISTON PEDIATRIC GROUP, INC. PROFIT SHARING PLAN**

**Statement of Account**  
**From 7/01/96 to 6/30/97**

Name: GILBERT FISCH  
Status: Retired  
Vesting Percent: 100 %  
Birth Date: 09/21/1930  
Hire Date: 09/01/1963  
Entry Date: 06/30/1969

<u>Accounts - Allocation %</u>	<u>Beginning Balance</u>	<u>Contributions</u>	<u>Forfeitures</u>	<u>Gains/ Losses</u>	<u>Rollover/ Premium/</u>		<u>Ending Balance</u>	<u>Vested Balance</u>
					<u>Loan Pmt./ Transfers</u>	<u>Loan Distr./ Distributions</u>		
Employer Profit Sharing : 100.00	\$ 1,176,245.20	0.00	0.00	140,697.12	0.00	(22,000.00)	\$ 1,294,942.32	\$ 1,294,942.32
Employee Voluntary : 100.00	\$ 260,985.20	0.00	0.00	31,812.88	0.00	0.00	\$ 292,798.08	\$ 292,798.08
Total	\$ 1,437,230.40	0.00	0.00	172,510.00	0.00	(22,000.00)	\$ 1,587,740.40	\$ 1,587,740.40
<b>Total Account Balances</b>	<b>\$ 1,437,230.40</b>	<b>0.00</b>	<b>0.00</b>	<b>172,510.00</b>	<b>0.00</b>	<b>(22,000.00)</b>	<b>\$ 1,587,740.40</b>	<b>\$ 1,587,740.40</b>

*This statement was prepared based on the data provided to the plan administrator.  
Please refer any questions that you may have regarding this statement to the plan administrator.*

*This vested balance was transferred to Madoff when I  
Opened Peds Retirement Trust in July 1997,  
Gilbert R. Fisch*


**BERNARD L. MADOFF**  
**Investment Securities**

885 Third Avenue New York, NY 10022-4834

 212 230-2424  
 800 334-1343  
 Telex 235130  
 Fax 212 486-8178

TAX ID NO.

ACCT# ASSIGNED

04	2619	950
----	------	-----

1-P0085-3

Mr./Mrs./Ms.

NAME

STREET

CITY

TEL. NUMBER

STATE

BUSINESS

ZIP

RESIDENCE

REG. REP

 WE DEEM THE QUESTIONS CONTAINED IN THIS SECTION TO BE REQUIRED BY THE "KNOW YOUR CUSTOMER"  
 RULE OF THE NATIONAL ASSOCIATION OF SECURITY DEALERS, AND, THEREFORE, MUST BE ANSWERED IN FULL.

RESIDENCE

NAME OF EMPLOYER (IF HOUSEWIFE, NAME THE HUSBAND'S EMPLOYER)

EMPLOYER'S ADDRESS

OCCUPATION

BANK REFERENCE AND ADDRESS

OTHER BROKERAGE ACCOUNTS WITH

CLIENT INTRODUCED BY

FOR OFFICE USE ONLY

R. R.'S ESTIMATE OF CLIENTS NET WORTH

IS CLIENT OVER 21 YEARS OF AGE

YES

NO

HOW LONG HAVE YOU KNOWN CLIENT

CLIENT IS CITIZEN OF

APPROVED BY

DATE SENT TO CLIENT

DATE SENT TO CLIENT

MARGIN AGREEMENT

JOINT AGREEMENT

CORPORATE ACCOUNT FORM

CO-PARTNERSHIP FORM

MAIL WAIVER FORM

MULTIPLE A/C FORM

CORPORATE RESOLUTION

Affiliated with:

Madoff Securities International Ltd.

43 London Wall, London England EC2M 5TB.071-374 0891

# PEDS RETIREMENT TRUST

## DESIGNATION OF BENEFICIARY

Participant: GILBERT R. FISCH

Social Security Number: 135-22-4489

I, the undersigned Participant in the above-captioned Plan, do hereby designate the following person(s) as Beneficiary(ies) to whom distributions shall be paid in accordance with said Plan in the event of my death:

Name	Address	Relationship	% of Total Payable
MARCIA FISCH	106 NO. VILLAGUEWAY JUPITER, FL. 33458	WIFE	100%

Should an above-named Beneficiary predecease me, the "% of Total Payable" to such Primary Beneficiary is to be paid to the following person(s): 4 SONS EQUALLY

PAUL J FISCH 25%	MICHAEL FISCH 25%
ROBERT B FISCH 25%	STEVEN H. FISCH 25%

The foregoing revokes all prior designation of Beneficiary(ies) made by me with respect to my interest in said Plan. I reserve the right to change my Beneficiary(ies) by filing another Designation of Beneficiary Form with the Trustee.

Gilbert R. Fisch  
Signature

9/29/97  
Date

Norman Kantor  
Witness (other than Beneficiary)



**BERNARD L. MADOFF**  
**Investment Securities**

885 Third Avenue New York, NY 10022-4834

212 230-2424

800 334-1343

Telex 235130

Fax 212 486-8178

**TRADING AUTHORIZATION LIMITED TO**  
**PURCHASES AND SALES OF SECURITIES**

To Whom It May Concern:

The undersigned hereby authorizes Bernard L. Madoff (whose signature appears below) as his agent and attorney in fact to buy, sell and trade in stocks, bonds and any other securities in accordance with your terms and conditions for the undersigned's account and risk and in the undersigned's name, or number on your books. The undersigned hereby agrees to indemnify and hold you harmless from, and to pay you promptly on demand any and all losses arising therefrom or debit balance due thereon. However, in no event will the losses exceed my investment.

In all such purchases, sales or trades you are authorized to follow the instructions of Bernard L. Madoff in every respect concerning the undersigned's account with you; and he is authorized to act for the undersigned and in the undersigned's behalf in the same manner and with the same force and effect as the undersigned might or could do with respect to such purchases, sales or trades as well as with respect to all other things necessary or incidental to the furtherance or conduct of such purchases, sales or trades.

The undersigned hereby ratifies and confirms any and all transactions with you heretofore or hereafter made by the aforesaid agent or for the undersigned's account.

This authorization and indemnity is in addition to (and in no way limits or restricts) any rights which you may have under any other agreement or agreements between the undersigned and your firm.

This authorization and indemnity is also a continuing one and shall remain in full force and effect until revoked by the undersigned by a written notice addressed to you and delivered to your office at 885 Third Avenue but such revocation shall not affect any liability in any way resulting from transaction initiated prior to such revocation. This authorization and indemnity shall enure to the benefit of your present firm and any successor firm or firms irrespective of any change or changes at any time in the personnel thereof for any cause whatsoever, and of the assigns of your present firm or any successor firm.

Dated, 7/23/97

Jupiter FL.  
(City) (State)

Very truly yours, Gilbert R. Fisch Tr. Marcia Fisch Tr.  
(Client Signature)

Signature Of Authorized Agent: \_\_\_\_\_

Affiliated with:

Madoff Securities International Ltd.

43 London Wall, London England EC2M 5TB.071-374 0891





**BERNARD L. MADOFF**  
**Investment Securities**

885 Third Avenue New York, NY 10022-4834

212 230-2424

800 334-1343

Telex 235130

Fax 212 486-8178

Congress has mandated that all interest and dividend payors including banks, corporations and funds must withhold 10% of all dividends or interest paid UNLESS you complete and return the form at the bottom of this page.

Important New Tax Information

"Under the Federal income tax law, you are subject to certain penalties as well as with-holding of tax at a 20% rate if you have not provided us with your correct social security number or other taxpayer identification number. Please read this notice carefully.

You (as a payee) are required by law to provide us (as payor) with your correct taxpayer identification number. If you are an individual, your taxpayer identification is your social security number. If you have not provided us with your correct taxpayer identification number, you may be subject to a \$50 penalty imposed by the Internal Revenue Service. In addition, divided payments that we make to you may be subject to backup withholding starting on January 1, 1984.

Backup withholding is different from the 10% withholding on interest and dividends that was repealed in 1983. If backup withholding applies, payor is required to withhold 20% of dividend payments made to you. Backup withholding is not an additional tax. Rather, the tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may be obtained".

Please sign the form and return it to us.

Even if you have already provided this information it is required by the IRS that all information requested below be provided again.

Thank you for your cooperation.

-----  
 SUBSTITUTE INTERNAL REVENUE SERVICE FORM W-9

Account Number(s): 1-P0085-3

Taxpayer Identification Number:

042619950

Name: PEDS RETIREMENT TRUST

Address: 106 NORTH VILLAGE WAY JUPITER FL. 33458

(Signature) Gilbert R. Fisch Tr. Marcia Fisch Tr.

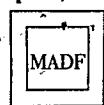
"Under penalties of perjury, I certify that the number shown on this form is my correct Taxpayer Identification Number".

Please fill in your name, address, taxpayer identification number, and sign above.

Affiliated with:

Madoff Securities International Ltd.

43 London Wall, London England EC2M 5TB.071-374 0891



**BERNARD L. MADOFF**  
**Investment Securities**

885 Third Avenue New York, NY 10022-4834

212 230-2424  
800 334-1343  
Telex 235130  
Fax 212 486-8178

## OPTION AGREEMENT

TO: BERNARD L. MADOFF INVESTMENT SECURITIES

In order to induce you to carry accounts ("Option Accounts") for me (however designated) for transactions in option contracts (including, without limitations, purchase, sale, transfer, exercise and endorsement) ("Option Transaction"), I hereby warrant, represent and agree with you as set forth below on this Option Agreement.

1. I understand, and am well aware, that option trading may be highly speculative in nature. I am also aware that on certain days, option trading may cease and this could result in a financial loss to me. I agree to hold BERNARD L. MADOFF, its other Divisions, and its officers, Directors and Agents harmless for such loss.
2. I understand that any option transaction made for any account of mine is subject to the rules, regulations, customs and usages of The Options Clearing Corporation and of the registered national securities exchange, national securities association, clearing organization or market where such transaction was executed. I agree to abide by such rules, regulations, custom and usages and I agree that, acting individually or in concert with others, I will not exceed any applicable position or exercise limits imposed by such exchange, association, clearing organization or other market with respect to option trading.
3. If I do not satisfy, on a timely basis, your money or security calls, you are authorized in your sole discretion and without notification, to take any and all steps you deem necessary to protect yourself (for any reason) in connection with option transactions for my account including the right to buy and/or sell (including short or short exempt) for my account and risk any part or all of the shares represented by options handled, purchased, sold and/or endorsed by you for my account or to buy for my account and risk any option as you may deem necessary or appropriate. Any and all expenses or losses incurred in this connection will be reimbursed by me.
4. In addition to the terms and conditions hereof, my option account will be subject to all of the terms and conditions of all other agreements heretofore or hereafter at any time entered into with you relating to the purchase and sale of securities and commodities except to the extent that such other agreements are contrary to or inconsistent herewith.

Affiliated with:

Madoff Securities International Ltd.

43 London Wall, London England EC2M 5TB.071-374 0891

5. This agreement shall apply to all puts or call which you may have executed, purchased, sold or handled for any account of mine and also shall apply to all puts, or calls which you may hereafter purchase, sell, handle or execute for any account of mine.
6. I have received from BERNARD L. MADOFF the most recent risk disclosure documents entitled "Understanding the Risks and Uses of Listed Options", "Listed Options on Stock Indices", "Listed Options on Foreign Currencies", and "Listed Options in Debt Instruments". I have read and understand the information contained in these documents.
7. I understand that you assign exercise notices on a random basis except that with respect to options on the following debt instruments: Treasury Bonds, Treasury Notes, Treasury Bills and GNMA's, you may preferentially assign exercises of block-size (i.e. covering \$1,000,000 or more of underlying securities) to block-size writing positions and you may preferentially assign smaller exercises to smaller writing positions. I understand that upon my request you will provide me with further information regarding the procedure used to assign exercise notices.

DATED 7/23/97 ACCOUNT NO. 1-P0085-3

**SIGNATURES**

(If a Corporation)

(If Individuals)

\_\_\_\_\_  
(Name of Corporation)

Gilbert A. Fisch Tr.

By \_\_\_\_\_

Marcia Fisch Tr.

(Second Party If Joint Account)

Title \_\_\_\_\_

(If a Partnership)

SEAL

\_\_\_\_\_  
(Name of Partnership)

By \_\_\_\_\_  
(A Partner)

7. BROKER AS AGENT

The customer understands that the Broker is acting as the Customer's agent, unless the Broker notifies the Customer, in writing before the settlement date for the transaction, that the Broker is acting as dealer for its own account or as agent for some other person.

8. CONFIRMATIONS AND STATEMENTS

Confirmations of transactions and statements for the Customer's Account(s) shall be binding upon the Customer if the Customer does not object, in writing, within ten days after receipt by the Customer.

9. SUCCESSORS

Customer hereby agrees that this Agreement and all the terms thereof shall be binding upon Customer's heirs, executors, administrators, personal representatives and assigns. This Agreement shall enure to the benefit of the Broker's present organization, and any successor organization, irrespective of any change or changes at any time in the personnel thereof, for any cause whatsoever.

10. CHOICE OF LAWS

THIS AGREEMENT SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF FLORIDA AND SHALL BE CONSTRUED, AND THE RIGHTS AND LIABILITIES OF THE PARTIES DETERMINED, IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA.

11. CAPACITY TO CONTRACT, CUSTOMER AFFILIATION

By signing below, the Customer, represents that he/she is of legal age, and that he/she is not an employee of any exchange, or of any corporation of which any exchange owns a majority of the capital stock, or of a member of any exchange, or of a member firm or member corporation registered on any exchange, or of a bank, trust company, insurance company or of any corporation, firm or individual engaged in the business of dealing, either as broker or as principal, in securities, bills of exchange, acceptances or other forms of commercial paper, and that the Customer will promptly notify the Broker in writing if the Customer is now or becomes so employed. The Customer also represents that no one except the Customer has an interest in the account or accounts of the Customer with you.

12. ARBITRATION DISCLOSURES

\* ARBITRATION IS FINAL AND BINDING ON THE PARTIES.

\* THE PARTIES ARE WAIVING THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO JURY TRIAL.

\* PRE-ARBITRATION DISCOVERY IS GENERALLY MORE LIMITED THAN AND DIFFERENT FROM COURT PROCEEDINGS.

\* THE ARBITRATORS AWARD IS NOT REQUIRED TO INCLUDE FACTUAL FINDINGS OR LEGAL REASONING AND ANY PARTY'S RIGHT TO APPEAL OR TO SEEK MODIFICATION OF RULINGS BY THE ARBITRATORS IS STRICTLY LIMITED.

\* THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.



**BERNARD L. MADOFF**  
**Investment Securities**

885 Third Avenue New York, NY 10022-4834

212 230-2424  
800 334-1343  
Telex 235130  
Fax 212 486-8178

#### CUSTOMER AGREEMENT

In consideration for you (the "Broker") opening or maintaining one or more accounts (the "Customer"), the Customer agrees to the terms and conditions contained in this Agreement. The heading of each provision of the Agreement is for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each such provision. For purposes of this Agreement, "securities and other property" means, but is not limited to money, securities, financial instruments and commodities of every kind and nature and related contracts and options, except that the provisions of paragraph 13 herein (the arbitration clause) shall not apply to commodities accounts. This definition includes securities or other property currently or hereafter held, carried or maintained by you or by any of your affiliates, in your possession or control, or in the possession or control of any such affiliate, for any purpose, in and for any of my accounts now or hereafter opened, including any account in which I may have an interest.

#### 1. APPLICABLE RULES AND REGULATIONS

All transactions in the Customer's Account shall be subject to the constitution, rules, regulations, customs and usages of the exchange or market, and its clearing house, if any, where the transactions are executed by the Broker or its agents, including its subsidiaries and affiliates. Also, where applicable, the transactions shall be subject (a) to the provisions of (1) the Securities Exchange Act of 1934, as amended, and (2) the Commodities Exchange Act, as amended; and (b) to the rules and regulations of (1) the Securities and Exchange Commission, (2) the Board of Governors of the Federal Reserve System and (3) the Commodities Futures Trading Commission.

#### 2. AGREEMENT CONTAINS ENTIRE UNDERSTANDING/ASSIGNMENT

This Agreement contains the entire understanding between the Customer and the Broker concerning the subject matter of this Agreement. Customer may not assign The rights and obligations hereunder without first obtaining the prior written consent of the Broker.

#### 3. SEVERABILITY

If any provision of this Agreement is held to be invalid, void or unenforceable by reason of any law, rule, administrative order or judicial decision, that determination shall not effect the validity of the remaining provisions of this Agreement.

#### 4. WAIVER

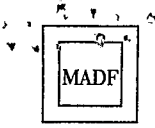
Except as specifically permitted in this Agreement, no provision of this Agreement can be, nor be deemed to be, waived, altered, modified or amended unless such is agreed to in a writing signed by the broker.

#### 5. DELIVERY OF SECURITIES

Without abrogating any of the Broker's rights under any other portion of this Agreement and subject to any indebtedness of the Customer to the Broker, the Customer is entitled, upon appropriate demand, to receive physical delivery of fully paid securities in the Customer's Account.

#### 6. SALES BY CUSTOMER

The Customer understands and agrees any order to sell "short" will be designated as such by the Customer, and that the Broker will mark the order as "short". All other sell orders will be for securities owned ("long"), at that time, by the Customer by placing the order the Customer affirms that he will deliver the securities on or before the settlement date.



13. ARBITRATION

THE CUSTOMER AGREES, AND BY CARRYING AN ACCOUNT FOR THE CUSTOMER THE BROKER AGREES THAT ALL CONTROVERSIES WHICH MAY ARISE BETWEEN US CONCERNING ANY TRANSACTION OR THE CONSTRUCTION, PERFORMANCE, OR BREACH OF THIS OR ANY OTHER AGREEMENT BETWEEN US PERTAINING TO SECURITIES AND OTHER PROPERTY, WHETHER ENTERED INTO PRIOR, ON OR SUBSEQUENT TO THE DATE HEREOF, SHALL BE DETERMINED BY ARBITRATION UNDER THIS AGREEMENT SHALL BE CONDUCTED PURSUANT TO THE FEDERAL ARBITRATION ACT AND THE LAWS OF THE STATE DESIGNATED IN PARAGRAPH 10, BEFORE THE AMERICAN ARBITRATION ASSOCIATION, OR BEFORE THE NEW YORK STOCK EXCHANGE, INC. OR AN ARBITRATION FACILITY PROVIDED BY ANY OTHER EXCHANGE OF WHICH THE BROKER IS A MEMBER, OR THE NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC. OR THE MUNICIPAL SECURITIES RULE MAKING BOARD AND IN ACCORDANCE WITH THE RULES OBTAINING OF THE SELECTED ORGANIZATION. THE CUSTOMER MAY ELECT IN THE FIRST INSTANCE WHETHER ARBITRATION SHALL BE BY THE AMERICAN ARBITRATION ASSOCIATION, OR BY AN EXCHANGE OR SELF-REGULATORY ORGANIZATION OF WHICH THE BROKER IS A MEMBER, BUT IF THE CUSTOMER FAILS TO MAKE SUCH ELECTION, BY REGISTERED LETTER OR TELEGRAM ADDRESSED TO THE BROKER AT THE BROKER'S MAIN OFFICE, BEFORE THE EXPIRATION OF TEN DAYS AFTER RECEIPT OF A WRITTEN REQUEST FROM THE BROKER TO MAKE SUCH ELECTION, THEN THE BROKER MAY MAKE SUCH ELECTION, THE AWARD OF THE ARBITRATORS, OR OF THE MAJORITY OF THEM SHALL BE FINAL, AND JUDGMENT UPON THE AWARD RENDERED MAY BE ENTERED IN ANY COURT, STATE OR FEDERAL, HAVING JURISDICTION.

14. DISCLOSURES TO ISSUERS

Under rule 14b-1(c) of the Securities Exchange Act of 1934, we are required to disclose to an issuer the name, address, and securities position of our customers who are beneficial owners of that issuer's securities unless the customer objects. Therefore, please check one of the boxes below:

☐ Yes, I do object to the disclosure of information.

☐ No, I do not object to the disclosure of such information.

THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE AT PARAGRAPH 13.

(X) Gilbert R. Fisch Tr.  
(Customer Signature/date) 7/23/97

(X) Marcia Fisch Tr.  
(Customer Signature/date) 7/23/97

106 NORTH VILLAGEWAY  
(Customer Address)

1-P 0085-3  
(Account Number)

JUPITER, FL 33458

**PEDS RETIREMENT TRUST**  
**SUMMARY PLAN DESCRIPTION**  
**JANUARY 1997**

**SUMMARY PLAN DESCRIPTION**

**TABLE OF CONTENTS**

	<b><u>PAGE</u></b>
<b><u>I INTRODUCTION</u></b>	1
<b><u>II PLAN DATA</u></b>	1
Agent For Service Of Legal Process	1
Effective Date	1
Employer	1
Plan Administrator	1
Plan Year	1
Trustee	1
Type Of Administration	1
Type Of Plan	1
<b><u>III DEFINITIONS</u></b>	1
Break In Service	1
Compensation	2
Disability	2
Early Retirement	2
Effective Date	2
Entry Date	2
Family Member	2
Hour Of Service	2
Maternity/Paternity Leave	2
Normal Retirement Age	3
Spouse	3
Year Of Service	3
<b><u>IV ELIGIBILITY REQUIREMENTS AND PARTICIPATION</u></b>	3
<b><u>V EMPLOYER CONTRIBUTIONS</u></b>	4
Contribution Formula	4
Allocation Of Employer's Contribution	4
Eligibility For Allocation	4
<b><u>VI EMPLOYEE CONTRIBUTIONS</u></b>	5
Rollover And Transfer Contributions	5
<b><u>VII PARTICIPANT ACCOUNT</u></b>	5
<b><u>VIII VESTING</u></b>	6
Determining Vested Benefit	6
Payment Of Vested Benefit	6
Loss Of Benefits	6
Reallocation Of Forfeitures	6
Reemployment	6



IX	<b><u>TOP-HEAVY RULES</u></b>	7
X	<b><u>RETIREMENT BENEFITS AND DISTRIBUTIONS</u></b>	7
	Retirement Benefits	7
	Distributions During Employment	7
	Beneficiary	8
	Death Benefits	8
	Form Of Payment	8
	Rollover Of Payment	8
	Time Of Payment	9
	Joint And Survivor Annuity Rules	10
XI	<b><u>INVESTMENTS</u></b>	10
	Trust Fund	10
	Investment Responsibility	11
XII	<b><u>ADMINISTRATION</u></b>	11
	Plan Administrator	11
	Trustee	12
XIII	<b><u>AMENDMENT AND TERMINATION</u></b>	12
XIV	<b><u>LEGAL PROVISIONS</u></b>	12
	Rights Of Participants	12
	Fiduciary Responsibility	13
	Employment Rights	13
	Benefit Insurance	13
	Claims Procedure	13
	Assignment	14
	Questions	14
	Conflicts With Plan	14

## **I INTRODUCTION**

Your Employer has established a retirement plan to help supplement your retirement income. Under the program, the Employer makes contributions to a Trust Fund which will pay you a benefit at retirement. Details about how the Plan works are contained in this summary. While the summary describes the principal provisions of the Plan, it does not include every limitation or detail. If there is a discrepancy between this booklet and the official Plan document, the Plan document shall govern. You may obtain a copy of the Plan document from the Plan Administrator. The Plan Administrator may charge a reasonable fee for providing you with the copy.

## **II PLAN DATA**

- A. **Agent For Service Of Legal Process:**
- B. **Effective Date:** JANUARY 1, 1997
- C. **Employer:** GILBERT R. FISCH, M.D.  
**Address:** 106 NORTH VILLAGE WAY  
JUPITER, FL ~~33477~~ 33458-7818  
**Telephone No.:** (561)744-0049  
**Tax I.D. No.:** 04-2619950  
**Plan No.:** 001
- D. **Plan Administrator:** The Employer has been designated to serve as the Plan Administrator.
- E. **Plan Year:** The 12-month period beginning on JANUARY 1 and ending on DECEMBER 31.
- F. **Trustee(s):** GILBERT FISCH AND MARCIA FISCH  
**Address:**  
**Telephone No.:**
- G. **Type Of Administration:** Trust Fund
- H. **Type Of Plan:** Money Purchase Pension Plan

## **III DEFINITIONS**

- A. **Break In Service.** A Plan Year during which you are not credited with or are not paid for more than 500 hours. If you go into the military service of the United States, you are not considered terminated as long as you return to work within the time required by law. If you separate from employment and incur a Break in Service, all contributions to your various accounts are suspended. [See special rules relating to maternity and paternity leave below. Also, see Section V(C) to determine your eligibility to share in the Employer's Contribution if you separate from employment, but do not incur a Break in Service.] If a Break in Service

occurs and you return to full time employment with the Employer, your rights are explained in the section entitled "Vesting".

- B. **Compensation.** Your total salary, pay, or earned income from the Employer (including Compensation for services on the basis of profits). If applicable, Compensation will also exclude certain amounts realized from the exercise of a non-qualified stock option or the disposition of stock under a qualified stock option, and other amounts which receive special tax benefits or contributions made by the Employer under a 403(b) plan. Compensation will include amounts received by you during the Plan Year and earned while a Participant. Compensation shall be limited to \$150,000 as adjusted for inflation.
- C. **Disability.** A potentially permanent illness or injury, as certified to by a physician who is approved by the Employer, which prevents you from engaging in work for which you are qualified for a period of at least 12 months.
- D. **Early Retirement.** You may retire early upon reaching age 60.
- E. **Effective Date.** The date on which the Plan starts or an amendment is effective.
- F. **Entry Date.** The date on which you enter the Plan. Your Entry Date will be the earlier of the first day of the Plan Year or the first day of the seventh month of the Plan Year coinciding with or following the date on which you satisfy the eligibility requirements.
- G. **Family Member.** The Spouse or lineal ascendant or descendant (or Spouse thereof) of either a more than 5% owner of the Employer or one of the ten highest compensated Highly Compensated Employees of the Employer.
- H. **Hour Of Service.** You will receive credit for each hour you are (1) paid for being on your job, (2) paid even if you are not at work (vacation, sickness, leave of absence, or disability), or (3) paid for back pay if hours were not already counted. A maximum of 501 hours will be credited in any year for periods during which you are not at work but are paid. Hours of Service will be calculated based on actual hours you are entitled to payment. Your Hours of Service with HOLLISTON PEDIATRICS GROUP, P.C. are included for eligibility and vesting in this plan.
- I. **Maternity/Paternity Leave.** You may be eligible for additional Hours of Service if you leave employment, even if temporarily, due to childbirth or adoption. If this is the case, you will be credited with enough hours (up to 501) of service to prevent a Break in Service, either in the year you leave employment or the following year. For example, if you have 750 Hours of Service in the year that your child is born, you would not get any more hours credited for that Plan Year since you do not have a Break in Service. Therefore, if you do not return to

employment the following year, you will get 501 Hours of Service so you will not have a Break in Service in that year. Alternatively, if you do return the following year, but work only 300 hours, you will receive an additional 201 hours in order to prevent a break. These Hours of Service for maternity or paternity leave must all be used in one Plan Year. They are used only to prevent a Break in Service and not for calculating your Years of Service for eligibility, vesting or benefits.

- J. **Normal Retirement Age.** The attainment of age 65.
- K. **Spouse.** The person to whom you are or were legally married, or your common law Spouse if common law marriage is recognized by the state in which you live. In order for your Spouse to receive a benefit under this Plan, he or she may not predecease you. A former Spouse may be treated as a "Spouse" under this definition if recognized as such under a Qualified Domestic Relations Order as explained at Section XIV(F) of this Summary Plan Description.
- L. **Year Of Service.**

Eligibility:

For purposes of determining your eligibility to participate in the Plan, a Year of Service is a 12-consecutive month period beginning on your date of hire during which you are credited with at least 1000 Hours of Service.

Contribution:

For purposes of determining whether or not you are entitled to have a contribution allocated to your account, a Year of Service is a 12-consecutive month period, which is the same as the Plan Year, during which you are credited with at least 1000 Hours of Service.

Vesting:

For purposes of determining the extent to which you are vested in your account balance, a Year of Service is a 12-consecutive month period, which is the same as your employment year, during which you are credited with 1000 Hours of Service.

**IV ELIGIBILITY REQUIREMENTS AND PARTICIPATION**

You are eligible to participate in this Plan upon completing ONE Years of Service and attaining age 21. You are considered to have completed 1 Year of Service for purposes of eligibility on the anniversary of your first day of employment, provided that you worked at least 1000 hours during that 12-month period. The subsequent measuring periods will be based on your employment year and anniversaries thereof. The Plan will not cover Employees covered by a collective bargaining agreement as well as Employees

who are non-resident aliens who receive no U.S. earned income from the Employer.

Your participation in the Plan will begin on the Entry Date defined at Section III. If you are employed on the Plan's effective date, you do not have to satisfy the age and Service requirements specified above.

**V EMPLOYER CONTRIBUTIONS**

**A. Contribution Formula**

The Employer will contribute 1 % of each Participant's Compensation. The Employer's annual contribution will be determined without regard to its Net Profits.

**B. Allocation Of Employer's Contribution**

Each Participant will receive an allocation of the Employers Contribution in proportion to his or her Compensation for the Plan Year while a Participant.

**C. Eligibility For Allocation**

For plan years beginning in 1990 and thereafter, the Employer's Contribution will be allocated among all Participants who are employed at the end of the Plan Year, without regard to the number of Hours of Service completed. The Employer shall also make a contribution for each Participant who separated from employment during the Plan Year as long as the Participant completed more than 500 Hours of Service during that Plan Year. The Employer shall allocate a contribution for each Participant who separated from employment during the Plan Year without accruing the necessary 501 Hours of Service, if the Participant terminated as a result of:

- ▶ retirement.
- ▶ disability.
- ▶ death.

For plan years beginning prior to 1990, the Employer's Contribution will be allocated among all Participants who are employed at the end of the Plan Year provided that the Participant has completed 1000 Hours of Service during the Plan Year. The Employer shall also make a contribution for each Participant who separated from employment during the Plan Year as a result of:

- ▶ retirement.
- ▶ disability.
- ▶ death.

## **VI EMPLOYEE CONTRIBUTIONS**

### **Rollover And Transfer Contributions**

Rollover and Transfer Contributions are permitted. You may make a Rollover or Transfer Contribution prior to becoming a Participant.

A rollover or transfer of your retirement benefits may originate from another qualified retirement plan or special individual retirement arrangement (known as a "conduit" IRA) to this Plan. If you have already received a lump-sum payment from another qualified retirement plan, or if you received payment from another qualified plan and placed it in a separate "conduit" IRA, you may be eligible to redeposit that payment to this Plan. The last day you may make a Rollover Contribution to this Plan is the 60th day after you receive the distribution from the other plan or IRA. A transfer occurs when the trustee of the old plan transfers your assets to this Plan. If you believe you qualify for a transfer or rollover, see the Plan Administrator for more details.

## **VII PARTICIPANT ACCOUNT**

The Employer will set up a record keeping account in your name to show the value of your retirement benefit. The Employer will make the following additions to your account:

- A. your allocated share of the Employer's Contribution,
- B. your Transfer Contributions and Rollover Contributions,
- C. your share of forfeited accounts of former employees. (These are amounts left behind by employees who terminated before becoming 100% vested in their benefit), and
- D. your share of investment earnings and appreciation in the value of investments.

The Employer will make the following subtractions from your account:

- E. any withdrawals or distributions made to you,
- F. your share of investment losses and depreciation in the value of investments, and
- G. your share of any administrative fees and expenses paid out of the Plan, if applicable.

The Employer will value your account annually. The Employer will provide you with a statement of account activity at least once annually.

## **VIII VESTING**

### **A. Determining Vested Benefit**

Vesting refers to your earning or acquiring a nonforfeitable right to the full amount of your account. Any Voluntary Contribution, Rollover Contribution, or Transfer Contribution, plus or minus any earnings or losses, is always 100% vested and cannot be forfeited for any reason. Any Employer Contribution (including forfeitures) and the earnings or losses thereon will vest in accordance with the following table:

Years of Service						
<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
0%	20%	40%	60%	80%	100%	

You are considered to have completed 1 Year of Service for purposes of vesting upon the completion of 1000 Hours of Service at any time during your employment year.

You automatically become fully vested, regardless of the vesting table, upon attainment of Normal Retirement Age, Early Retirement Age, upon retirement due to disability, upon death, or upon termination of the Plan.

### **B. Payment Of Vested Benefit**

If you separate from Service before your retirement, death or disability, your vested benefit will be paid to you when you reach your retirement age. The Employer has the option to pay immediately any vested benefit not in excess of \$3,500. The portion of your account balance to which you are not entitled is called a "forfeiture" and remains in the Plan for the benefit of other Participants.

### **C. Loss Of Benefits**

There are only two events which can cause the loss of all or a portion of your account. One is termination of employment before you are 100% vested according to the vesting provisions described at VIII(A) and the other is a decrease in the value of your account from investment losses or administrative expenses and other costs of maintaining the Plan.

### **D. Reallocation Of Forfeitures**

The Employer will forfeit and reallocate the nonvested portion of your account at the end of the Plan Year during which you incur your fifth consecutive 1-year Break in Service.

### **E. Reemployment**

If you terminate service with your Employer, then are later reemployed, you will become a Participant as of the earlier of the next Valuation Date or the next Entry Date [see Section III] upon returning to employment.

If you are not a member of an eligible class and later become a member of the eligible class, you shall participate immediately if you have satisfied the minimum age and service requirements. Should you become ineligible to share in future contributions and forfeitures because you are no longer a member of an eligible class, you shall again share upon your return to an eligible class. If you are reemployed before incurring five consecutive one-year Breaks in Service, your unpaid prior account balance will automatically be restored and you will continue to vest in that account. If you are reemployed after incurring five consecutive one-year Breaks in Service, you will forfeit your prior nonvested account balance. In either event, your pre-Break Years of Service will count towards vesting in your new account balance.

**IX TOP-HEAVY RULES**

A "top-heavy" plan is one in which more than 60% of the contributions or benefits are attributable to "key employees", such as owners, officers and stockholders. The Plan Administrator is responsible for determining each year if the Plan is "top-heavy". If the Plan becomes top-heavy, special rules apply to the allocation of the Employer's contribution. These special rules require that only Participants who are not key employees will generally receive an allocation of the Employer's contribution equal to the lesser of 3% of compensation or a uniform percentage of compensation for all Participants. For example, the minimum allocation requirement would be satisfied if all Participants received an allocation equal to 2% of their compensation. All Participants are entitled to receive a minimum allocation upon completing at least one Hour of Service in the top-heavy Plan Year provided they are employed on the last day of the Plan Year. The Employer's minimum contribution can be satisfied by another Employer sponsored retirement plan, if so elected by the Employer.

**X RETIREMENT BENEFITS AND DISTRIBUTIONS**

**A. Retirement Benefits**

The full value of your account balance is payable at your Normal Retirement Age, even if you continue to work, or you may defer payment until April 1 following the year you reach age 70 1/2. If you work beyond your Normal Retirement Age, you will continue to fully participate in the Plan.

**B. Distributions During Employment**

Benefits attributable to Employer contributions, allocated to your account in excess of two years, are available for withdrawal if you are 100% vested in those benefits.

If applicable, benefits attributable to your Voluntary Contributions under the Plan plus any rollovers are available for withdrawal upon request to



the Plan Administrator. Transfers Contributions may be withdrawn only if they originate from plans meeting certain safe harbor provisions.

**C. Beneficiary**

Every Participant or former Participant with Plan benefits may designate a person or persons who are to receive benefits under the Plan in the event of his or her death. The designation must be made on a form provided by and returned to the Plan Administrator. You may change your designation at any time. If you are married, your beneficiary will automatically be your Spouse. If you and your Spouse wish to waive this automatic designation, you must complete a beneficiary designation form. The form must be signed by you and, if applicable, your Spouse in front of a Plan representative or a Notary Public.

**D. Death Benefits**

In the event of your death, your account balance will be paid to your Spouse in the form of a single life annuity, unless you and your Spouse elect another form of payment or alternate beneficiary.

**E. Form Of Payment**

When benefits become due, you or your representative should apply to the Employer requesting payment of your account and specifying the manner of payment. If you are married and your account balance exceeds \$3,500, the normal or automatic form of payment is a joint and survivor annuity with a percentage of your benefit continuing to your Spouse upon your death. If you are not married, the normal form of benefit is a life annuity based on your life. If you do not wish to receive the normal form of payment when your payments are due to start, you may request to receive your benefit in any of the optional forms indicated:

- ▶ lump sum.
- ▶ installment payments.
- ▶ a life annuity.
- ▶ a life annuity with years guaranteed.
- ▶ a joint and 50 66 2/3 75 100% survivor annuity

In some cases election of one of the optional forms of payment will require the written consent of your spouse. Also, payments may not be made over a period which exceeds the life expectancy of you and your beneficiary. The Plan Administrator will advise you if any special rules apply in connection with the payment of your benefit.

**F. Rollover Of Payment**

If your benefits qualify as eligible rollovers, you have the option of having them paid directly to you, when they become due, or having them directly rolled over to another qualified plan or an IRA. If you do

not choose to have the benefits directly rolled over, the Plan is required to automatically withhold 20% of your payment for tax purposes. If you do choose to have the payment made to you, you still have the option of rolling over the payment yourself to a qualified plan or an IRA within sixty days (first check with a tax advisor to make sure it is an eligible rollover). However, 20% of your payment will still be withheld. The following example illustrates how this works:

If you have \$100,000 in your vested account balance and choose to have the payment of your benefits made directly to an IRA or another qualified plan, the entire \$100,000 will be transferred to the trustee of the other plan or the IRA, and you will treat the entire amount as a rollover on your tax return so that you will not pay taxes on the entire amount. If you choose **not** to have the account transferred directly to an IRA or qualified plan, 20% or \$20,000 will automatically be withheld from your payment. Thus, you will receive only \$80,000 as a distribution of your benefits. In order to roll the entire amount over into your IRA, you would have to come up with \$20,000 out of your own pocket to make up the difference. If this is done, the \$20,000 which was withheld may be returned when you file your taxes at the end of the year. However, if you are unable to produce the extra cash, the rollover amount will only be \$80,000, and the other \$20,000 which was withheld will be treated as taxable income to you. If you are under age 59½ when you receive your benefit payment, the withheld amount will also be subject to the 10% early distribution penalty. However, if you receive your benefit payment due to a separation from service after attainment of age 55 there will be no 10% early distribution penalty.

Certain benefit payments are not eligible for rollover and therefore will not be subject to the 20% mandatory withholding. They are as follows:

1. annuities paid over life;
2. installments for a period of at least 10 years; and
3. minimum required distributions at age 70½.

Payments of less than \$200 are also not subject to the 20% mandatory withholding. In addition, there are several other operational exceptions.

#### **G. Time Of Payment**

If you retire, become disabled, or die, payments will start following the close of the valuation period during which a distribution is requested or is otherwise payable.

If you terminate for a reason other than death, Disability, or retirement, payments will start only after you achieve the Plan's Normal Retirement Age or Early Retirement Age (if applicable).

## **H. Joint And Survivor Annuity Rules**

### **Retirement Benefits**

If the benefit under the Plan is payable in the form of an annuity, the Plan is subject to the annuity rules. Under these rules, there are two automatic methods of payment for vested Participants depending on your marital status. If you do not choose another form of payment (such as a lump sum or installments), the normal form of payment is a straight life annuity if you are not married at the commencement of your benefit, or a qualified joint and survivor annuity if you are married. Under a straight life annuity, you will receive equal monthly payments for as long as you live. No further payments will be made after your death. Under a qualified joint and survivor annuity, you will receive a reduced benefit each month for your lifetime. After you die, 100% of that amount will be paid each month to your Spouse for his or her lifetime. The amount of your monthly benefit is reduced under a joint and survivor annuity because it is expected that payments will be made over two lifetimes instead of one. You may choose another form of payment by filling out the proper form and returning it to the Plan Administrator. In order to choose another form of payment or a beneficiary other than your Spouse, you must make a proper election, with your Spouse's written consent. Your Spouse's consent must be witnessed by a Notary Public. Written notice of these rules will be provided to you on a timely basis.

### **Death Benefits**

If you die while still employed by the Employer, or die after you retire or terminate employment but before benefit payments start, your surviving Spouse will be entitled to a life annuity based on one half of the value of your account. These payments will continue for your spouse's lifetime unless he or she chooses to accelerate such payments. Again, you and your Spouse can waive this coverage by obtaining the proper form from the Plan Administrator and completing it. For the other half of your account, that is not entitled to be paid in the form of a life annuity, you may designate another beneficiary and/or allowable form of payment under the Plan without obtaining a waiver from your spouse.

If you are not married, you may designate any beneficiary or allowable form of payment under the Plan.

## **XI INVESTMENTS**

### **A. Trust Fund**

The monies contributed to the Plan may be invested in any security or form of property considered prudent for a retirement plan. Such investments include, but are not limited to, common and preferred stocks, exchange traded put and call options, bonds, money market instruments, mutual funds, savings accounts, certificates of deposit,

Treasury bills, or insurance contracts. An institutional Trustee may invest in its own deposits or those of affiliates which bear a reasonable interest rate, or in a group or collective trust maintained by such Trustee.

**B. Investment Responsibility**

The Plan's assets are held by the Trustee who is identified in Section II of this Summary. The Trustee is responsible for the safekeeping of plan assets and for the investment management of such assets unless the Employer elects to direct investments, appoints an outside investment manager or permits Participants to direct the investment of their individual accounts.

**XII ADMINISTRATION**

The Plan will be administered by the following Parties:

**A. Plan Administrator**

The Employer is the party who has established the Plan and who has overall control and authority over administration of the Plan. The Employer's duties as Plan Administrator include:

- (1) appointing the Plan's professional advisors needed to administer the Plan including, but not limited to, an accountant, attorney, actuary, or administrator,
- (2) directing the Trustee with respect to payments from the Fund,
- (3) communicating with Employees regarding their participation and benefits under the Plan, including the administration of all claims procedures and domestic relations orders,
- (4) filing any returns and reports with the Internal Revenue Service, Department of Labor, or any other governmental agency,
- (5) reviewing and approving any financial reports, investment reviews, or other reports prepared by any party appointed by the Employer,
- (6) establishing a funding policy and investment objectives consistent with the purposes of the Plan and the Employee Retirement Income Security Act of 1974, and
- (7) construing and resolving any question of Plan interpretation. The Plan Administrator's interpretation and application thereof is final.

**B. Trustee**

The Trustee shall be responsible for the administration of investments held in the Fund. These duties shall include:

- (1) receiving contributions under the terms of the Plan,
- (2) investing Plan assets unless investment responsibility is delegated to another party by the Employer,
- (3) making distributions from the Fund in accordance with written instructions received from the Plan Administrator,
- (4) keeping accounts and records of the financial transactions of the Fund, and
- (5) rendering an annual report of the Fund showing the financial transactions for the Plan Year.

**XIII AMENDMENT AND TERMINATION**

The Employer may amend the Plan at any time, provided that no amendment will divert any part of the Plan's assets to any purpose other than for the exclusive benefit of you and the other Participants in the Plan or eliminate an optional form of distribution. The Employer may also terminate the Plan. In the event of an actual Plan termination, all amounts credited to your account will be fully vested and will be paid to you. Depending on the facts and circumstances, a partial termination may be found to occur where a significant number of Employees are terminated by the Employer or excluded from Plan participation. In case of a partial termination, only those affected will become 100% vested.

**XIV LEGAL PROVISIONS**

**A. Rights Of Participants**

As a Plan Participant, you have certain rights and protection under the Employee Retirement Income Security Act of 1974 (ERISA). The law says that you are entitled to:

- (1) Examine, without charge, all documents relating to the operation of the Plan and any documents filed with the U.S. Department of Labor. These documents are available for review in the Employer's offices during regular business hours.
- (2) Obtain copies of all Plan documents and other Plan information upon written request to the Employer. The Employer may impose a reasonable charge for producing the copies.
- (3) Receive from the Employer at least once each year a summary of the Plan's annual financial report.

- (4) Obtain, at least once a year, a statement of the total benefits accrued for you, and your nonforfeitable (vested) benefits, if any. The Plan provides that you will receive this statement automatically. If you are not vested, you may request a statement showing the date when your account will begin to become nonforfeitable.
- (5) File suit in a federal court, if any materials requested are not received within 30 days of your request, unless the materials were not sent because of matters beyond the control of the Employer. If you are improperly denied access to information you are entitled to receive, the Employer may be required to pay up to \$100 for each day's delay until the information is provided to you.

**B. Fiduciary Responsibility**

ERISA also imposes obligations upon the persons who are responsible for the operation of the Plan. These persons are referred to as "fiduciaries." Fiduciaries must act solely in your interest as a Plan Participant and they must exercise prudence in the performance of their duties. Fiduciaries who violate ERISA may be removed and required to reimburse any losses they have caused you or other Participants in the Plan.

**C. Employment Rights**

Participation in the Plan is not a guarantee of employment. However, the Employer may not fire you or discriminate against you to prevent you from becoming eligible for the Plan or from obtaining a benefit or exercising your rights under ERISA.

**D. Benefit Insurance**

Your benefits under this Plan are not insured by the Pension Benefit Guaranty Corporation since the law does not require plan termination insurance for this type of Plan.

**E. Claims Procedure**

If you feel you are entitled to a benefit under the Plan, mail or deliver your written claim to the Plan Administrator. The Plan administrator will notify you, your beneficiary, or authorized representative of the action taken within 60 days of receipt of the claim. If you believe that you are being improperly denied a benefit in full or in part, the Employer must give you a written explanation of the reason for the denial. If the Employer denies your claim, you may, within 60 days after receiving the denial, submit a written request asking the Employer to review your claim for benefits. Any such request should be accompanied by documents or records in support of your appeal. You, your beneficiary, or your authorized representative may review pertinent

documents and submit issues and comments in writing. If you get no satisfaction from the Employer, you have the right to request assistance from the U.S. Department of Labor or you can file suit in a state or federal court. Service of legal process may be made upon the Plan Trustee or the Plan Administrator. If you are successful in your lawsuit, the court may require the Employer to pay your legal costs, including your attorney's fees. If you lose, and the court finds that your claim is frivolous, you may be required to pay the Employer's legal fees.

**F. Assignment**

Your rights and benefits under this Plan cannot be assigned, sold, transferred or pledged by you or reached by your creditors or anyone else except under a qualified domestic relations order or as provided by state law. A qualified domestic relations order (QDRO) is a court order issued under state domestic relations law relating to divorce, legal separation, custody, or support proceedings. The QDRO recognizes the right of someone other than you to receive your Plan benefits. You will be notified if a QDRO relating to your Plan benefits is received. Receipt of a qualified domestic relations order shall not allow for an earlier than normal distribution to the person(s) other than the Participant listed in the order.

**G. Questions**

If you have any questions about this statement of your rights under ERISA, please contact the Employer or the Pension and Welfare Benefits Administration, Room N-5644, U.S. Department of Labor, 200 Constitution Ave., N.W., Washington, D.C. 20210.

**H. Conflicts With Plan**

This booklet is not the Plan document, but only a Summary Plan Description of its principal provisions and not every limitation or detail of the Plan is included. Every attempt has been made to provide concise and accurate information. However, if there is a discrepancy between this booklet and the official Plan document, the Plan document shall prevail.

who are non-resident aliens who receive no U.S. earned income from the Employer.

Your participation in the Plan will begin on the Entry Date defined at Section III. If you are employed on the Plan's effective date, you do not have to satisfy the age and Service requirements specified above.

**V EMPLOYER CONTRIBUTIONS**

**A. Contribution Formula**

The Employer will contribute 1% of each Participant's Compensation. The Employer's annual contribution will be determined without regard to its Net Profits.

**B. Allocation Of Employer's Contribution**

Each Participant will receive an allocation of the Employers Contribution in proportion to his or her Compensation for the Plan Year while a Participant.

**C. Eligibility For Allocation**

For plan years beginning in 1990 and thereafter, the Employer's Contribution will be allocated among all Participants who are employed at the end of the Plan Year, without regard to the number of Hours of Service completed. The Employer shall also make a contribution for each Participant who separated from employment during the Plan Year as long as the Participant completed more than 500 Hours of Service during that Plan Year. The Employer shall allocate a contribution for each Participant who separated from employment during the Plan Year without accruing the necessary 501 Hours of Service, if the Participant terminated as a result of:

- ▶ retirement.
- ▶ disability.
- ▶ death.

For plan years beginning prior to 1990, the Employer's Contribution will be allocated among all Participants who are employed at the end of the Plan Year provided that the Participant has completed 1000 Hours of Service during the Plan Year. The Employer shall also make a contribution for each Participant who separated from employment during the Plan Year as a result of:

- ▶ retirement.
- ▶ disability.
- ▶ death.





**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York ☐ London

885 Third Avenue  
New York, NY 10022  
(212) 230-2424  
800 334-1343  
Fax (212) 838-4061

Affiliated with  
Madoff Securities International Limited  
12 Berkeley Street  
Mayfair, London W1J 8DT  
Tel 020 7498 6222

PEDS RETIREMENT TRUST  
GILBERT R FISCH AND  
MARCIA FISCH TRUSTEES  
108 WINDSOR POINTE DRIVE  
PALM BEACH GARDENS FL 33418

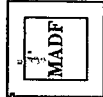
PERIOD ENDING  
11/30/08

PAGE  
1

YOUR ACCOUNT NUMBER  
1-P0085-3-0

YOUR TAX PAYER IDENTIFICATION NUMBER  
\*\*\*\*\*9950

DATE	BOUGHT RECEIVED OR LONG	SOLD DELIVERED OR SHORT	TRN	DESCRIPTION	PRICE OR SYMBOL	AMOUNT DEBITED TO YOUR ACCOUNT	AMOUNT CREDITED TO YOUR ACCOUNT
11/12	4,410		108	BALANCE FORWARD	29.800	296,648.39	
11/12	3,150		610	WELLS FARGO & CO NEW	34.900	131,594.00	
11/12	2,730		4434	HEWLETT PACKARD CO	55.830	110,061.00	
11/12	1,785		4936	WAL-MART STORES INC	87.270	152,524.90	
11/12	6,615		8760	INTERNATIONAL BUSINESS MACHS	72.880	155,847.95	
11/12	7,245		9262	EXXON MOBIL CORP	14.510	482,365.20	
11/12	3,465		13588	INTEL CORP	59.580	105,413.95	
11/12	4,725		17913	JOHNSON & JOHNSON	38.530	206,582.70	
11/12	2,520		22239	J.P. MORGAN CHASE & CO	44.660	182,243.25	
11/12	1,470		26565	COCA COLA CO	55.370	112,643.20	
11/12	2,730		30891	MCDONALDS CORP	28.550	81,451.90	
11/12	9,975		35217	MERCK & CO	21.810	78,050.50	
11/12	5,040		39543	MICROSOFT CORP	17.300	217,953.75	
11/12	1,995		52521	ORACLE CORPORATION	56.410	87,393.00	
11/12	1,155		53023	PEPSICO INC	100.780	112,616.95	
11/12	8,505		56847	APPLE INC	16.940	116,446.90	
11/12	1,995		57349	PEIZER INC	54.610	144,414.70	
11/12	3,780		61173	ABBOTT LABORATORIES	84.080	109,025.95	
11/12	1,365		61675	PROCTER & GAMBLE CO	59.160	242,373.40	
11/12	2,625		65499	AMGEN INC	43.600	80,807.40	
11/12	6,300		66001	PHILLIP MORRIS INTERNATIONAL	21.590	114,555.00	
11/12	2,100		69825	BANK OF AMERICA	33.770	136,269.00	
11/12	6,825		70327	QUALCOMM INC	12.510	71,001.00	
				CITI GROUP INC		85,653.75	
				CONTINUED ON PAGE 2			



**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York ☐ London

885 Third Avenue  
New York, NY 10022  
(212) 230-2424  
800 334-1343  
Fax (212) 838-4061

Affiliated with  
Madoff Securities International Limited  
12 Berkeley Street  
Mayfair, London W1J 8DT  
Tel 020 7493 6222

PEDS RETIREMENT TRUST  
GILBERT R FISCH AND  
MARCIA FISCH TRUSTEES  
108 WINDSOR POINTE DRIVE  
PALM BEACH GARDENS FL 33418

PERIOD ENDING  
11/30/03

PAGE  
2

YOUR ACCOUNT NUMBER  
1-P0085-3-0

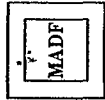
YOUR TAX PAYER IDENTIFICATION NUMBER  
\*\*\*\*\*9950

08-01789-cgm

Doc 906-2 Filed 11/18/09 Entered 11/18/09 14:38:24  
Pg 42 of 99

DATE	BOUGHT RECEIVED OR LONG	SOLD DELIVERED OR SHORT	TRN	DESCRIPTION	PRICE OR SYMBOL	AMOUNT DEBITED TO YOUR ACCOUNT	AMOUNT CREDITED TO YOUR ACCOUNT
11/12	1,575		74151	SCHLUMBERGER LTD	49.480	77,994.00	
11/12	3,780		74653	COMCAST CORP CL A	16.510	62,558.80	
11/12	7,455		78477	AT&T INC	27	201,583.00	
11/12	1,890		78979	CONOCOPHILIPS	52.510	99,318.90	
11/12	1,260		82803	UNITED PARCEL SVC INC CLASS B	52.040	65,620.40	
11/12	7,665		83305	CISCO SYSTEMS INC	16.730	128,541.45	
11/12	2,205		87129	U S BANCORP	29.530	65,201.65	
11/12	2,625		87631	CHEVRON CORP	73.430	192,858.75	
11/12	1,260		91455	UNITED TECHNOLOGIES CORP	53.160	67,031.60	
11/12	13,335		91957	GENERAL ELECTRIC CO	19.630	262,299.05	
11/12	3,570		95781	VERIZON COMMUNICATIONS	30.410	108,705.70	
11/12	315		96283	GOOGLE	337.400	106,293.00	
11/12		4,775,000	22718	U S TREASURY BILL DUE 2/12/2009	99.936		4,771,944.00
11/12				2/12/2009			29.30
11/12				FIDELITY SPARTAN U S TREASURY MONEY MARKET DIV 11/12/08	DIV		
11/12		32,894	17818	FIDELITY SPARTAN U S TREASURY MONEY MARKET	1		32,894.00
11/12	28,362		27187	FIDELITY SPARTAN U S TREASURY MONEY MARKET FIDELITY SPARTAN U S TREASURY MONEY MARKET FIDELITY SPARTAN U S TREASURY MONEY MARKET DIV 11/19/08	1 DIV	28,362.00	
11/19				CONTINUED ON PAGE 3			3.40

PLEASE RETAIN THIS STATEMENT FOR INCOME TAX PURPOSES



**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York ☐ London

PEDS RETIREMENT TRUST  
GILBERT R FISCH AND  
MARCIA FISCH TRUSTEES  
108 WINDSOR POINTE DRIVE  
PALM BEACH GARDENS FL 33418

885 Third Avenue  
New York, NY 10022  
(212) 230-2424  
800 334-1343  
Fax (212) 838-4061

Affiliated with  
Madoff Securities International Limited  
12 Berkeley Street  
Mayfair, London W1J 8DT  
Tel 020 7493 6222

PERIOD ENDING  
11/30/08  
PAGE  
3

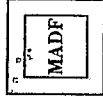
YOUR ACCOUNT NUMBER  
1-P0085-3-0  
YOUR TAX PAYER IDENTIFICATION NUMBER  
\*\*\*\*\*9950

08-01789-cgm Doc 006-2

Filed 11/18/09 Entered 11/18/09 14:38:24 Pg 43 of 99 Exhibit B

DATE	BOUGHT RECEIVED OR LONG	SOLD DELIVERED OR SHORT	TRIN	DESCRIPTION	PRICE OR SYMBOL	AMOUNT DEBITED TO YOUR ACCOUNT	AMOUNT CREDITED TO YOUR ACCOUNT
11/19		28,362	52649	FIDELITY SPARTAN	1		28,362.00
11/19	325,000		57198	U S TREASURY MONEY MARKET U S TREASURY BILL DUE 03/26/2009	99.926	324,759.50	
11/19	18,186		61687	FIDELITY SPARTAN U S TREASURY MONEY MARKET	1	18,186.00	
				NEW BALANCE		590,018.71	
	7,455			SECURITY POSITIONS	MKT PRICE		
	1,995			AT&T INC	28.560		
	1,365			ABBOTT LABORATORIES	52.390		
	1,155			AMGEN INC	55.540		
	6,300			APPLE INC	92.670		
	2,625			BANK OF AMERICA	16.250		
	7,665			CHEVRON CORP	79.010		
	6,825			CISCO SYSTEMS INC	16.540		
	2,520			CITI GROUP INC	8.290		
	3,780			COCA COLA CO	46.870		
				COMCAST CORP	17.340		
				CL A			
	1,890			CONOCOPHILIPS	52.520		
	6,615			EXXON MOBIL CORP	80.150		
	13,335			GENERAL ELECTRIC CO	17.170		
				CONTINUED ON PAGE 4			

PLEASE RETAIN THIS STATEMENT FOR INCOME TAX PURPOSES



**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York ☐ London

885 Third Avenue  
New York, NY 10022  
(212) 230-2424  
800 334-1343  
Fax (212) 838-4061

PEDS RETIREMENT TRUST  
GILBERT R FISCH AND  
MARCIA FISCH TRUSTEES  
108 WINDSOR POINTE DRIVE  
PALM BEACH GARDENS FL 33418

Affiliated with  
Madoff Securities International Limited  
12 Berkeley Street  
Mayfair, London W1J 8DT  
Tel 020 7493 6222

PERIOD ENDING  
11/30/08  
PAGE  
4

YOUR ACCOUNT NUMBER  
1-P0085-3-0  
YOUR TAX PAYER IDENTIFICATION NUMBER  
\*\*\*\*\*9950

08-01789-cgm Doc 906-2 Filed 11/18/09 Entered 11/18/09 14:38:24 Pg 44 of 99

DATE	BOUGHT RECEIVED OR LONG	SOLD DELIVERED OR SHORT	TRN	DESCRIPTION	PRICE OR SYMBOL	AMOUNT DEBITED TO YOUR ACCOUNT	AMOUNT CREDITED TO YOUR ACCOUNT
	315			GOOGLE	292.960		
	3,150			HEWLETT PACKARD CO	35.280		
	7,245			INTEL CORP	13.800		
	1,785			INTERNATIONAL BUSINESS MACHS	81.600		
	4,725			J.P. MORGAN CHASE & CO	31.660		
	3,465			JOHNSON & JOHNSON	58.580		
	1,470			MCDONALDS CORP	58.750		
	2,730			MERCK & CO	25.720		
	9,975			MICROSOFT CORP	20.220		
	5,040			ORACLE CORPORATION	16.090		
	1,995			PEPSICO INC	56.700		
	8,505			PFIZER INC	16.430		
	2,625			PHILLIP MORRIS INTERNATIONAL	42.160		
	3,780			PROCTER & GAMBLE CO	64.350		
	2,100			QUALCOMM INC	33.570		
	1,575			SCHLUMBERGER LTD	50.740		
	18,186			FIDELITY SPARTAN	1		
				U S TREASURY MONEY MARKET			
	2,205			U S BANCORP	26.980		
	1,260			UNITED PARCEL SVC INC	57.600		
				CLASS B			
	325,000			U S TREASURY BILL	99.971		
				DUE 03/26/2009			
				3/26/2009			
	1,260			UNITED TECHNOLOGIES CORP			
				CONTINUED ON PAGE 5	48.530		

**Affiliated with**  
**Madoff Securities International Limited**  
12 Berkeley Street  
Mayfair, London W1J 8DT  
Tel 020 7498 6222

08-01789-cgm

Doc 906-2 Filed 11/18/09 Entered 11/18/09 14:38:24 Exhibit B  
Pg 45 of 99

**885 Third Avenue  
New York, NY 10022  
(212) 230-2424  
800 334-1343  
Fax (212) 838-4061**

**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York □ London

PEDES RETIREMENT TRUST  
GILBERT R FISCH AND  
MARCIA FISCH TRUSTEES  
1108 WINDSOR POINTE DRIVE  
PALM BEACH GARDENS FL

PAGE 5

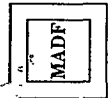
PERIOD ENDING  
11/30/03

YOUR TAX PAYER IDENTIFICATION NUMBER  
\*\*\*\*\*9950

**YOUR ACCOUNT NUMBER**  
**1-P0085-3-0**

DATE	BOUGHT RECEIVED OR LONG	SOLD DELIVERED OR SHORT	TRN	DESCRIPTION	PRICE OR SYMBOL	AMOUNT DEBITED TO YOUR ACCOUNT	AMOUNT CREDITED TO YOUR ACCOUNT
	3,570			VERIZON COMMUNICATIONS	32.650		
	2,730			WAL-MART STORES INC	55.880		
	4,410			WELLS FARGO & CO NEW	28.890		
				MARKET VALUE OF SECURITIES			
				LONG			
				4,969,212.20			

**PLEASE RETAIN THIS STATEMENT FOR INCOME TAX PURPOSES**



**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York ☐ London

885 Third Avenue  
New York, NY 10022  
(212) 230-2424  
800 334-1343  
Fax (212) 838-4061

Affiliated with  
Madoff Securities International Limited  
12 Berkeley Street  
Mayfair, London W1J 8DT  
Tel 020 7493 6222

PEDS RETIREMENT TRUST  
GILBERT R FISCH AND  
MARCIA FISCH TRUSTEES  
108 WINDSOR POINTE DRIVE  
PALM BEACH GARDENS FL 33418

PERIOD ENDING  
11/30/08  
PAGE  
6

YOUR ACCOUNT NUMBER  
1-P0085-3-0  
YOUR TAX PAYER IDENTIFICATION NUMBER  
\*\*\*\*\*9950

DATE	BOUGHT RECEIVED OR LONG	SOLD DELIVERED OR SHORT	TRN	DESCRIPTION	PRICE OR SYMBOL	AMOUNT DEBITED TO YOUR ACCOUNT	AMOUNT CREDITED TO YOUR ACCOUNT
				YEAR-TO-DATE SUMMARY  DIVIDENDS GROSS PROCEEDS FROM SALES			33,291.89 27,921,862.51

PLEASE RETAIN THIS STATEMENT FOR INCOME TAX PURPOSES





**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York ☐ London

PEDS RETIREMENT TRUST  
GILBERT R FISCH AND  
MARCIA FISCH TRUSTEES  
108 WINDSOR POINTE DRIVE  
PALM BEACH GARDENS FL 33418

885 Third Avenue  
New York, NY 10022  
(212) 230-2424  
800 334-1343  
Fax (212) 838-4061

Affiliated with  
Madoff Securities International Limited  
12 Berkeley Street  
Mayfair, London W1J 8DT  
Tel 020 7493 6222

PERIOD ENDING <b>11/30/08</b>	PAGE <b>1</b>
YOUR ACCOUNT NUMBER <b>1-P0085-4-0</b>	
YOUR TAX/PAYER IDENTIFICATION NUMBER <b>*****9950</b>	

DATE	BOUGHT RECEIVED OR LONG	SOLD DELIVERED OR SHORT	TRN	DESCRIPTION	PRICE OR SYMBOL	AMOUNT DEBITED TO YOUR ACCOUNT	AMOUNT CREDITED TO YOUR ACCOUNT
11/12				BALANCE FORWARD			296,649.00
11/12	105	105	43869	S & P 100 INDEX NOVEMBER 460 CALL	15.800		165,795.00
11/12	105		48195	S & P 100 INDEX NOVEMBER 450 PUT	17.800	187,005.00	
11/19		105	34299	S & P 100 INDEX DECEMBER 430 CALL	26		272,895.00
11/19	105		38624	S & P 100 INDEX DECEMBER 420 PUT	30	315,105.00	
11/19	105		42949	S & P 100 INDEX NOVEMBER 460 CALL	3	31,605.00	
11/19		105	47274	S & P 100 INDEX NOVEMBER 450 PUT	37		388,395.00
				NEW BALANCE			590,019.00
				SECURITY POSITIONS			
	105			S & P 100 INDEX DECEMBER 430 CALL	MKT PRICE 23.300		
	105			S & P 100 INDEX DECEMBER 420 PUT	16.500		
				MARKET VALUE OF SECURITIES LONG 173,250.00 SHORT 244,650.00-			

PORTFOLIO MANAGEMENT REPORT AS OF 12/31/97

THIS REPORT IS PROVIDED TO ASSIST YOU IN EVALUATING THE PERFORMANCE OF YOUR  
ACCOUNT AND SHOULD NOT BE USED FOR INCOME TAX PURPOSES.

PEDS RETIREMENT TRUST 1-P0085-3  
GILBERT R FISCH AND  
MARCIA FISCH TRUSTEES  
106 NO VILLAGE WAY  
JUPITER FL 33458

STARTING EQUITY	7/15/97	1,596,008.60CR	
CAPITAL ADDITIONS			
CAPITAL WITHDRAWALS			
REALIZED P/L FOR CURRENT YEAR		118,201.93CR	
UNREALIZED P/L ON OPEN SECURITY POSITIONS			
CURRENT CASH BALANCE		.53CR	
NET MARKET VALUE OF OPEN SECURITIES POSITIONS		1,714,210.00	NET LONG
TOTAL EQUITY		1,714,210.53CR	
ANNUALIZED RETURN FOR CURRENT YEAR	15.90 %		



PORTFOLIO MANAGEMENT REPORT AS OF 12/31/98

THIS REPORT IS PROVIDED TO ASSIST YOU IN EVALUATING THE PERFORMANCE OF YOUR  
ACCOUNT AND SHOULD NOT BE USED FOR INCOME TAX PURPOSES.

PEDS RETIREMENT TRUST 1-P0085-3  
GILBERT R FISCH AND  
MARCIA FISCH TRUSTEES  
106 NO VILLAGE WAY FL 33458  
JUPITER

STARTING EQUITY FOR CURRENT YEAR	1,714,210.53CR	
CAPITAL ADDITIONS		
CAPITAL WITHDRAWALS		
REALIZED P/L FOR CURRENT YEAR	341,122.96CR	
UNREALIZED P/L ON OPEN SECURITY POSITIONS		
CURRENT CASH BALANCE		.49CR
NET MARKET VALUE OF OPEN SECURITIES POSITIONS		2,055,333.00
TOTAL EQUITY		2,055,333.49CR
ANNUALIZED RETURN FOR CURRENT YEAR	19.89 %	NET LONG

## PORTFOLIO MANAGEMENT REPORT AS OF 12/31/99

THIS REPORT IS PROVIDED TO ASSIST YOU IN EVALUATING THE PERFORMANCE OF YOUR  
ACCOUNT AND SHOULD NOT BE USED FOR INCOME TAX PURPOSES.

PEDS RETIREMENT TRUST 1-P0085-3  
GILBERT R FISCH AND  
MARCIA FISCH TRUSTEES  
106 NO VILLAGE WAY  
JUPITER FL 33458

STARTING EQUITY FOR CURRENT YEAR	2,055,333.49CR	
CAPITAL ADDITIONS		
CAPITAL WITHDRAWALS	426,244.82CR	
REALIZED P/L FOR CURRENT YEAR		
UNREALIZED P/L ON OPEN SECURITY POSITIONS	.31CR	
CURRENT CASH BALANCE	2,481,578.00	NET LONG
NET MARKET VALUE OF OPEN SECURITIES POSITIONS	2,481,578.31CR	
TOTAL EQUITY		
ANNUALIZED RETURN FOR CURRENT YEAR	20.73 %	

PORTFOLIO MANAGEMENT REPORT AS OF 12/31/00

THIS REPORT IS PROVIDED TO ASSIST YOU IN EVALUATING THE PERFORMANCE OF YOUR  
ACCOUNT AND SHOULD NOT BE USED FOR INCOME TAX PURPOSES.

PEDS RETIREMENT TRUST 1-P0085-3  
GILBERT R FISCH AND  
MARCIA FISCH TRUSTEES  
106 NO VILLAGE WAY  
JUPITER FL 33458

STARTING EQUITY FOR CURRENT YEAR	2,481,578.31CR	
CAPITAL ADDITIONS		
CAPITAL WITHDRAWALS	348,559.37CR	
REALIZED P/L FOR CURRENT YEAR	.68CR	
UNREALIZED P/L ON OPEN SECURITY POSITIONS		
CURRENT CASH BALANCE	2,830,137.00	NET LONG
NET MARKET VALUE OF OPEN SECURITIES POSITIONS	2,830,137.68CR	
TOTAL EQUITY		
ANNUALIZED RETURN FOR CURRENT YEAR	14.00 %	

PORTFOLIO MANAGEMENT REPORT AS OF 12/31/01

THIS REPORT IS PROVIDED TO ASSIST YOU IN EVALUATING THE PERFORMANCE OF YOUR  
ACCOUNT AND SHOULD NOT BE USED FOR INCOME TAX PURPOSES.

PEDS RETIREMENT TRUST 1-P0085-3  
GILBERT R FISCH AND  
MARCIA FISCH TRUSTEES  
106 NO VILLAGE WAY FL 33458  
JUPITER

STARTING EQUITY FOR CURRENT YEAR	2,830,137.68CR	
CAPITAL ADDITIONS		
CAPITAL WITHDRAWALS	120,000.00-	
REALIZED P/L FOR CURRENT YEAR	417,039.54CR	
UNREALIZED P/L ON OPEN SECURITY POSITIONS		
CURRENT CASH BALANCE	.22CR	
NET MARKET VALUE OF OPEN SECURITIES POSITIONS	3,127,177.00	NET LONG
TOTAL EQUITY	3,127,177.22CR	
ANNUALIZED RETURN FOR CURRENT YEAR	14.85 %	

PORTFOLIO MANAGEMENT REPORT AS OF 12/31/02

THIS REPORT IS PROVIDED TO ASSIST YOU IN EVALUATING THE PERFORMANCE OF YOUR  
ACCOUNT AND SHOULD NOT BE USED FOR INCOME TAX PURPOSES.

PEOS RETIREMENT TRUST 1-P0085-3  
GILBERT R FISCH AND  
MARCIA FISCH TRUSTEES  
106 MD VILLAGE WAY  
JUPITER FL 33458

STARTING EQUITY FOR CURRENT YEAR	3,127,177.22CR	
CAPITAL ADDITIONS		
CAPITAL WITHDRAWALS	150,000.00-	
REALIZED P/L FOR CURRENT YEAR	431,219.48CR	
UNREALIZED P/L ON OPEN SECURITY POSITIONS		
CURRENT CASH BALANCE	.70CR	
NET MARKET VALUE OF OPEN SECURITIES POSITIONS	3,408,396.00	NET LONG
TOTAL EQUITY	3,408,396.70CR	
ANNUALIZED RETURN FOR CURRENT YEAR	14.12 %	

PORTFOLIO MANAGEMENT REPORT AS OF 12/31/03

THIS REPORT IS PROVIDED TO ASSIST YOU IN EVALUATING THE PERFORMANCE OF YOUR  
ACCOUNT AND SHOULD NOT BE USED FOR INCOME TAX PURPOSES.

PEDS RETIREMENT TRUST 1-P0085-3  
GILBERT R FISCH AND  
MARCIA FISCH TRUSTEES  
106 NO VILLAGE WAY FL 33458  
JUPITER

STARTING EQUITY FOR CURRENT YEAR	3,408,396.70CR	
CAPITAL ADDITIONS		
CAPITAL WITHDRAWALS	150,000.00-	
REALIZED P/L FOR CURRENT YEAR	348,279.55CR	
UNREALIZED P/L ON OPEN SECURITY POSITIONS	.25CR	
CURRENT CASH BALANCE		
NET MARKET VALUE OF OPEN SECURITIES POSITIONS	3,606,676.00	NET LONG
TOTAL EQUITY	3,606,676.25CR	
ANNUALIZED RETURN FOR CURRENT YEAR	10.51	%

PORTFOLIO MANAGEMENT REPORT AS OF 12/31/04

THIS REPORT IS PROVIDED TO ASSIST YOU IN EVALUATING THE PERFORMANCE OF YOUR ACCOUNT AND SHOULD NOT BE USED FOR INCOME TAX PURPOSES.

PEDS RETIREMENT TRUST 1-P0085-3  
GILBERT R FISCH AND  
MARCIA FISCH TRUSTEES  
108 WINDSOR POINTE DRIVE  
PALM BEACH GARDENS FL 33418

STARTING EQUITY FOR CURRENT YEAR	3,606,676.25CR	
CAPITAL ADDITIONS		
CAPITAL WITHDRAWALS	160,000.00-	
REALIZED P/L FOR CURRENT YEAR	370,006.99CR	
UNREALIZED P/L ON OPEN SECURITY POSITIONS		
CURRENT CASH BALANCE	.24CR	*
NET MARKET VALUE OF OPEN SECURITIES POSITIONS	3,816,683.00	NET LONG
TOTAL EQUITY	3,816,683.24CR	
ANNUALIZED RETURN FOR CURRENT YEAR	10.51	%

PORTFOLIO MANAGEMENT REPORT AS OF 12/31/05

THIS REPORT IS PROVIDED TO ASSIST YOU IN EVALUATING THE PERFORMANCE OF YOUR  
ACCOUNT AND SHOULD NOT BE USED FOR INCOME TAX PURPOSES.

PEDS RETIREMENT TRUST 1-P0085-3  
GILBERT R FISCH AND  
MARCIA FISCH TRUSTEES  
108 WINDSOR POINTE DRIVE  
PALM BEACH GARDENS FL 33418

STARTING EQUITY FOR CURRENT YEAR	3,816,683.24CR	
CAPITAL ADDITIONS		
CAPITAL WITHDRAWALS	185,000.00-	
REALIZED P/L FOR CURRENT YEAR	375,040.89CR	
UNREALIZED P/L ON OPEN SECURITY POSITIONS		
CURRENT CASH BALANCE	.63CR	
NET MARKET VALUE OF OPEN SECURITIES POSITIONS	4,006,723.50	NET LONG
TOTAL EQUITY	4,006,724.13CR	
ANNUALIZED RETURN FOR CURRENT YEAR	9.99 %	



PORTFOLIO MANAGEMENT REPORT AS OF 12/31/06

THIS REPORT IS PROVIDED TO ASSIST YOU IN EVALUATING THE PERFORMANCE OF YOUR  
ACCOUNT AND SHOULD NOT BE USED FOR INCOME TAX PURPOSES.

PEDS RETIREMENT TRUST 1-P0085-3  
GILBERT R FISCH AND  
MARCIA FISCH TRUSTEES  
108 WINDSOR POINTE DRIVE  
PALM BEACH GARDENS FL 33418

STARTING EQUITY FOR CURRENT YEAR	4,006,724.13CR	
CAPITAL ADDITIONS		
CAPITAL WITHDRAWALS	210,000.00-	
REALIZED P/L FOR CURRENT YEAR	527,942.73CR	
UNREALIZED P/L ON OPEN SECURITY POSITIONS		
CURRENT CASH BALANCE	.26CR	
NET MARKET VALUE OF OPEN SECURITIES POSITIONS	4,324,666.50	NET LONG
TOTAL EQUITY	4,324,666.86CR	

ANNUALIZED RETURN FOR CURRENT YEAR 13.57 %

PORTFOLIO MANAGEMENT REPORT AS OF 12/31/07

THIS REPORT IS PROVIDED TO ASSIST YOU IN EVALUATING THE PERFORMANCE OF YOUR  
ACCOUNT AND SHOULD NOT BE USED FOR INCOME TAX PURPOSES.

PEDS RETIREMENT TRUST 1-P0085-3  
GILBERT R FISCH AND  
MARCIA FISCH TRUSTEES  
108 WINDSOR POINTE DRIVE  
PALM BEACH GARDENS FL 33418

STARTING EQUITY FOR CURRENT YEAR	4,324,666.86CR	
CAPITAL ADDITIONS		
CAPITAL WITHDRAWALS	250,000.00-	
REALIZED P/L FOR CURRENT YEAR	487,767.01CR	
UNREALIZED P/L ON OPEN SECURITY POSITIONS		
CURRENT CASH BALANCE	.87CR	
NET MARKET VALUE OF OPEN SECURITIES POSITIONS	4,562,433.00	NET LONG
TOTAL EQUITY	4,562,433.87CR	
ANNUALIZED RETURN FOR CURRENT YEAR	11.68	%

PORTFOLIO MANAGEMENT REPORT AS OF 9/30/08

THIS REPORT IS PROVIDED TO ASSIST YOU IN EVALUATING THE PERFORMANCE OF YOUR ACCOUNT AND SHOULD NOT BE USED FOR INCOME TAX PURPOSES.

PEDS RETIREMENT TRUST 1-P0085-3  
GILBERT R FISCH AND  
MARCIA FISCH TRUSTEES  
108 WINDSOR POINTE DRIVE  
PALM BEACH GARDENS FL 33418

STARTING EQUITY FOR CURRENT YEAR	4,562,433.87CR	
CAPITAL ADDITIONS		
CAPITAL WITHDRAWALS	140,000.00-	
REALIZED P/L FOR CURRENT YEAR	358,917.16CR	
UNREALIZED P/L ON OPEN SECURITY POSITIONS	4,727.25CR	
CURRENT CASH BALANCE	.78CR	
NET MARKET VALUE OF OPEN SECURITIES POSITIONS	4,786,077.50	NET LONG
TOTAL EQUITY	4,786,078.28CR	

ANNUALIZED RETURN FOR CURRENT YEAR 10.84 %

MISSING DEBIT MEMO

3/31/04 150,000

Accounted for in 12/31/04 Management Report

**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York ☐ London

212 230-2424  
800 334-1343  
Fax 212 838-4061

WE HAVE THIS DAY DEBITED YOUR  
ACCOUNT WITH THE FOLLOWING:

9/25/01

CW CHECK

50,000.00

CLIENT'S ACCOUNT NUMBER

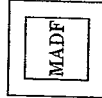
1-P0085-3

PEDS RETIREMENT TRUST  
GILBERT R FISCH AND  
MARCIA FISCH TRUSTEES  
106 NO VILLAGE WAY  
JUPITER FL 33458

**MEMO**

212 230-2424  
800 334-1343  
Fax 212 838-4061

**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York ☐ London



WE HAVE THIS DAY DEBITED YOUR  
ACCOUNT WITH THE FOLLOWING:

**11/15/01**

CW CHECK

**70,000.00**

CLIENT'S ACCOUNT NUMBER

**1-P0085-3**

PEDS RETIREMENT TRUST  
GILBERT R FISCH AND  
MARCIA FISCH TRUSTEES  
106 NO VILLAGE WAY  
JUPITER

FL 33458

**MADOFF**

 **BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York ☐ London

212 230-2424  
800 334-1343  
Fax 212 838-4061

WE HAVE THIS DAY DEBITED YOUR  
ACCOUNT WITH THE FOLLOWING:

5/07/02

CW CHECK

50,000.00

CLIENT'S ACCOUNT NUMBER

PEDS RETIREMENT TRUST  
GILBERT R FISCH AND  
MARCIA FISCH TRUSTEES  
106 ND VILLAGE WAY  
JUPITER

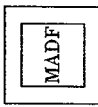
FL 33458

1-P0085-3

**MEMO**

212 230-2424  
800 334-1343  
Fax 212 838-4061

**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York ☐ London



WE HAVE THIS DAY DEBITED YOUR  
ACCOUNT WITH THE FOLLOWING:

7/05/02

CW CHECK

50,000.00

CLIENT'S ACCOUNT NUMBER

1-P0085-3

PEDS RETIREMENT TRUST  
GILBERT R FISCH AND  
MARCIA FISCH TRUSTEES  
106 ND VILLAGE WAY  
JUPITER

FL 33458

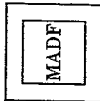
**MEMO**



212 230-2424  
800 334-1343  
Fax 212 838-4061

Pg. 65 of 99

**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York ☐ London



WE HAVE THIS DAY DEBITED YOUR  
ACCOUNT WITH THE FOLLOWING:

9/03/02

CW CHECK

50,000.00

CLIENT'S ACCOUNT NUMBER

1-P0085-3

PEDS RETIREMENT TRUST  
GILBERT R FISCHE AND  
MARCIA FISCHE TRUSTEES  
106 NO VILLAGE WAY  
JUPITER

FL 33458

**MADOFF**

212 230-2424  
800 334-1343  
Fax 212 838-4061

**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York ☐ London



WE HAVE THIS DAY DEBITED YOUR  
ACCOUNT WITH THE FOLLOWING:

1/03/03

CW CHECK

50,000.00

CLIENT'S ACCOUNT NUMBER

1-P0085-3

PEDS RETIREMENT TRUST  
GILBERT R FISCH AND  
MARCIA FISCH TRUSTEES  
106 NO VILLAGE WAY  
JUPITER FL 33458

**MADF**

**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York ☐ London



212 230-2424  
800 334-1343  
Fax 212 838-4061

WE HAVE THIS DAY DEBITED YOUR  
ACCOUNT WITH THE FOLLOWING:

5/15/03

CW CHECK

50,000.00

CLIENT'S ACCOUNT NUMBER

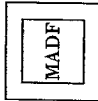
PEDS RETIREMENT TRUST  
GILBERT R FISCH AND  
MARCIA FISCH TRUSTEES  
106 ND VILLAGE WAY  
JUPITER

FL 33458

1-P0085-3

**MADOFF**

**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York ☐ London



212 230-2424  
800 334-1343  
Fax 212 838-4061

WE HAVE THIS DAY DEBITED YOUR  
ACCOUNT WITH THE FOLLOWING:

9/24/03

CW CHECK

50,000.00

CLIENT'S ACCOUNT NUMBER

1-P0085-3

PEDS RETIREMENT TRUST  
GILBERT R FISCH AND  
MARCIA FISCH TRUSTEES  
106 NO VILLAGE WAY  
JUPITER

FL 33458

MEMO

212 230-2424  
800 334-1343  
Fax 212 838-4061

Pg 69 of 99

**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York ☐ London



WE HAVE THIS DAY DEBITED YOUR  
ACCOUNT WITH THE FOLLOWING:

10/01/04

CW CHECK

50,000.00

CLIENT'S ACCOUNT NUMBER

PEDS RETIREMENT TRUST  
GILBERT R FISCHE AND  
MARCIA FISCHE TRUSTEES  
106 NO VILLAGE WAY  
JUPITER

FL 33458

1-P0085-3

**MEMO**

**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York ☐ London

212 230-2424  
800 334-1343  
Fax 212 838-4061

WE HAVE THIS DAY DEBITED YOUR  
ACCOUNT WITH THE FOLLOWING:

6/03/05

CW CHECK

50,000.00

CLIENT'S ACCOUNT NUMBER

1-P0085-3

PEDS RETIREMENT TRUST  
GILBERT R FISCH AND  
MARCIA FISCH TRUSTEES  
108 WINDSOR POINTE DRIVE  
PALM BEACH GARDENS FL 33418

MEMO

**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York ☐ London

212 230-2424  
800 334-1343  
Fax 212 838-4061

WE HAVE THIS DAY DEBITED YOUR  
ACCOUNT WITH THE FOLLOWING:

7/28/05

CW CHECK

10,000.00

CLIENT'S ACCOUNT NUMBER

1-P0085-3

PEDS RETIREMENT TRUST  
GILBERT R FISCH AND  
MARCIA FISCH TRUSTEES  
108 WINDSOR POINTE DRIVE  
PALM BEACH GARDENS FL 33418

**MEMO**

212 230-2424  
800 334-1343  
Fax 212 838-4061

8/10/05

50,000.00

CLIENT'S ACCOUNT NUMBER

1-P0085-3

PEDS RETIREMENT TRUST  
GILBERT R FISCH AND  
MARCIA FISCH TRUSTEES  
108 WINDSOR POINTE DRIVE  
PALM BEACH GARDENS FL 33418

MEMO

**DERIVARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York ☐ London

MADE

WE HAVE THIS DAY DEBITED YOUR  
ACCOUNT WITH THE FOLLOWING:

CW CHECK



**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York ☐ London

212 230-2424  
800 334-1343  
Fax 212 838-4061

WE HAVE THIS DAY DEBITED YOUR  
ACCOUNT WITH THE FOLLOWING:

10/04/05

CW CHECK

25,000.00

CLIENT'S ACCOUNT NUMBER

1-P0085-3

PEDS RETIREMENT TRUST  
GILBERT R. FISCH AND  
MARCIA FISCH TRUSTEES  
108 WINDSOR POINTE DRIVE  
PALM BEACH GARDENS FL 33418

**MEMO**

**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York ☐ London

MADE

212 230-2424  
800 334-1343  
Fax 212 838-4061

WE HAVE THIS DAY DEBITED YOUR  
ACCOUNT WITH THE FOLLOWING:

11/18/05

CW CHECK

25,000.00

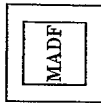
CLIENT'S ACCOUNT NUMBER

1-P0085-3

PEDS RETIREMENT TRUST  
GILBERT R FISCH AND  
MARCIA FISCH TRUSTEES  
108 WINDSOR POINTE DRIVE  
PALM BEACH GARDENS FL 33418

MEMO

**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York ☐ London



212 230-2424  
800 334-1343  
Fax 212 838-4061

WE HAVE THIS DAY DEBITED YOUR  
ACCOUNT WITH THE FOLLOWING:

12/12/05

CW CHECK

25,000.00

CLIENT'S ACCOUNT NUMBER

1-P0085-3

PEDS RETIREMENT TRUST  
GILBERT R FISCH AND  
MARCIA FISCH TRUSTEES  
108 WINDSOR POINTE DRIVE  
PALM BEACH GARDENS FL 33418

**MADDOX**

**DERIVAKU L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York ☐ London



212 230-2424  
800 334-1343  
Fax 212 838-4061

WE HAVE THIS DAY DEBITED YOUR  
ACCOUNT WITH THE FOLLOWING:

1/05/06

CW CHECK

25,000.00

CLIENT'S ACCOUNT NUMBER

1-P0085-3

PEDS RETIREMENT TRUST  
GILBERT R. FISCH AND  
MARCIA FISCH TRUSTEES  
108 WINDSOR POINTE DRIVE  
PALM BEACH GARDENS FL 33418

**MEMO**

**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York ☐ London

212 230-2424  
800 334-1343  
Fax 212 838-4061

WE HAVE THIS DAY DEBITED YOUR  
ACCOUNT WITH THE FOLLOWING:

1/30/06

CW CHECK

25,000.00

CLIENT'S ACCOUNT NUMBER

1-P0085-3

PEDS RETIREMENT TRUST  
GILBERT R. FISCH AND  
MARCIA FISCH TRUSTEES  
108 WINDSOR POINTE DRIVE  
PALM BEACH GARDENS FL 33418

**MEMO**

**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York ☐ London



212 230-2424  
800 334-1343  
Fax 212 838-4061

WE HAVE THIS DAY DEBITED YOUR  
ACCOUNT WITH THE FOLLOWING:

**3/08/06**

**CW CHECK**

**25,000.00**

CLIENT'S ACCOUNT NUMBER

**1-P0085-3**

PEDS RETIREMENT TRUST  
GILBERT R. FISCH AND  
MARCIA FISCH TRUSTEES  
108 WINDSOR POINTE DRIVE  
PALM BEACH GARDENS FL 33418

**MADOFF**

**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York ☐ London



212 230-2424  
800 334-1343  
Fax 212 838-4061

WE HAVE THIS DAY DEBITED YOUR  
ACCOUNT WITH THE FOLLOWING:

**4/10/06**

CW CHECK

**10,000.00**

CLIENT'S ACCOUNT NUMBER

PEDS RETIREMENT TRUST  
GILBERT R FISCHE AND  
MARCIA FISCHE TRUSTEES  
108 WINDSOR POINTE DRIVE  
PALM BEACH GARDENS FL 33418

**1-P0085-3**

**MEMO**

**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York ☐ London

212 230-2424  
800 334-1343  
Fax 212 838-4061

WE HAVE THIS DAY DEBITED YOUR  
ACCOUNT WITH THE FOLLOWING:

6/15/06

CW CHECK

25,000.00

CLIENT'S ACCOUNT NUMBER

1-P0085-3

PEDS RETIREMENT TRUST  
GILBERT R FISCHE AND  
MARCIA FISCHE TRUSTEES  
108 WINDSOR POINTE DRIVE  
PALM BEACH GARDENS FL 33418

**MEMO**



212 230-2424  
800 334-1343  
Fax 212 838-4061

**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York ☐ London



WE HAVE THIS DAY DEBITED YOUR  
ACCOUNT WITH THE FOLLOWING:

7/20/06

CW CHECK

25,000.00

CLIENT'S ACCOUNT NUMBER

1-P0085-3

PEDS RETIREMENT TRUST  
GILBERT R FISCHE AND  
MARCIA FISCHE TRUSTEES  
108 WINDSOR POINTE DRIVE  
PALM BEACH GARDENS FL 33418

**MADOFF**

**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York ☐ London

MADE

212 230-2424  
800 334-1343  
Fax 212 838-4061

WE HAVE THIS DAY DEBITED YOUR  
ACCOUNT WITH THE FOLLOWING:

8/31/06

CW CHECK

25,000.00

CLIENT'S ACCOUNT NUMBER

1-P0085-3

PEDS RETIREMENT TRUST  
GILBERT R FISCHE AND  
MARCIA FISCHE TRUSTEES  
108 WINDSOR POINTE DRIVE  
PALM BEACH GARDENS FL 33418

WINDSOR

212 230-2424  
800 334-1343  
Fax 212 838-4061

9/28/06

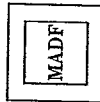
25,000.00

CLIENT'S ACCOUNT NUMBER

1-P0085-3

WIND

**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York ☐ London



WE HAVE THIS DAY DEBITED YOUR  
ACCOUNT WITH THE FOLLOWING:

CW CHECK

PEDS RETIREMENT TRUST  
GILBERT R FISCH AND  
MARCIA FISCH TRUSTEES  
108 WINDSOR POINTE DRIVE  
PALM BEACH GARDENS FL 33418

**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York ☐ London



212 230-2424  
800 334-1343  
Fax 212 838-4061

WE HAVE THIS DAY DEBITED YOUR  
ACCOUNT WITH THE FOLLOWING:

**11/20/06**

**CW CHECK**

**25,000.00**

CLIENT'S ACCOUNT NUMBER

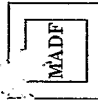
**1-P0085-3**

PEDS RETIREMENT TRUST  
GILBERT R FISCHE AND  
MARCIA FISCHE TRUSTEES  
108 WINDSOR POINTE DRIVE  
PALM BEACH GARDENS FL 33418

**MEMO**

212 230-2424  
800 334-1343  
Fax 212 838-4061

**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York ☐ London



WE HAVE THIS DAY DEBITED YOUR  
ACCOUNT WITH THE FOLLOWING:

**1/03/07**

CW CHECK

**25,000.00**

CLIENT'S ACCOUNT NUMBER

**1-P0085-3**

PEDS RETIREMENT TRUST  
GILBERT R FISCHE AND  
MARCIA FISCHE TRUSTEES  
108 WINDSOR POINTE DRIVE  
PALM BEACH GARDENS FL 33418

**MEMO**

**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York ☐ London

212 230-2424  
800 334-1343  
Fax 212 838-4061

WE HAVE THIS DAY DEBITED YOUR  
ACCOUNT WITH THE FOLLOWING:

1/18/07

CW CHECK

25,000.00

CLIENT'S ACCOUNT NUMBER

1-P0085-3

PEDS RETIREMENT TRUST  
GILBERT R. FISCH AND  
MARCIA FISCH TRUSTEES  
108 WINDSOR POINTE DRIVE  
PALM BEACH GARDENS FL 33418

**MEMO**

**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York ☐ London

MADFF

212 230-2424  
800 334-1343  
Fax 212 838-4061

WE HAVE THIS DAY DEBITED YOUR  
ACCOUNT WITH THE FOLLOWING:

2/28/07

CM CHECK

25,000.00

CLIENT'S ACCOUNT NUMBER

PEDS RETIREMENT TRUST  
GILBERT R. FISCH AND  
MARCIA FISCH TRUSTEES  
108 WINDSOR POINTE DRIVE  
PALM BEACH GARDENS FL 33418

1-P0085-3

MEMO

**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York ☐ London



212 230-2424  
800 334-1343  
Fax 212 838-4061

WE HAVE THIS DAY DEBITED YOUR  
ACCOUNT WITH THE FOLLOWING:

4/17/07

CW CHECK

25,000.00

CLIENT'S ACCOUNT NUMBER

1-P0085-3

PEDS RETIREMENT TRUST  
GILBERT R FISCH AND  
MARCIA FISCH TRUSTEES  
108 WINDSOR POINTE DRIVE  
PALM BEACH GARDENS FL 33418

**MEMO**



**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York ☐ London

212 230-2424  
800 334-1343  
Fax 212 838-4061

WE HAVE THIS DAY DEBITED YOUR  
ACCOUNT WITH THE FOLLOWING:

5/24/07

CW CHECK

50,000.00

CLIENT'S ACCOUNT NUMBER

1-P0085-3

PEDS RETIREMENT TRUST  
GILBERT R FISCH AND  
MARCIA FISCH TRUSTEES  
108 WINDSOR POINTE DRIVE  
PALM BEACH GARDENS FL 33418

**WINDSOR**

**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC

New York ☐ London

212 230-2424  
800 334-1343  
Fax 212 838-4061

WE HAVE THIS DAY DEBITED YOUR  
ACCOUNT WITH THE FOLLOWING:

6/21/07

CW CHECK

25,000.00

CLIENT'S ACCOUNT NUMBER

1-P0085-3

PEDS RETIREMENT TRUST  
GILBERT R FISCH AND  
MARCIA FISCH TRUSTEES  
108 WINDSOR POINTE DRIVE  
PALM BEACH GARDENS FL 33418

**MEMO**

**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York ☐ London

212 230-2424  
800 334-1343  
Fax 212 838-4061

WE HAVE THIS DAY DEBITED YOUR  
ACCOUNT WITH THE FOLLOWING:

7/24/07

CW CHECK

25,000.00

CLIENT'S ACCOUNT NUMBER

1-P0085-3

PEDS RETIREMENT TRUST  
GILBERT R FISCH AND  
MARCIA FISCH TRUSTEES  
108 WINDSOR POINTE DRIVE  
PALM BEACH GARDENS FL 33418

**MEMO**

**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York ☐ London

212 230-2424  
800 334-1343  
Fax 212 838-4061

WE HAVE THIS DAY DEBITED YOUR  
ACCOUNT WITH THE FOLLOWING:

**10/23/07**

CW CHECK

**25,000.00**

CLIENT'S ACCOUNT NUMBER

PEDS RETIREMENT TRUST  
GILBERT R FISCH AND  
MARCIA FISCH TRUSTEES  
108 WINDSOR POINTE DRIVE  
PALM BEACH GARDENS FL 33418

**1-P0085-3**

**MADOFF**



212 230-2424  
800 334-1343  
Fax 212 888-4061

WE HAVE THIS DAY DEBITED YOUR  
ACCOUNT WITH THE FOLLOWING:

11/06/07

CW CHECK

25,000.00

CLIENT'S ACCOUNT NUMBER

PEDS RETIREMENT TRUST  
GILBERT R. FISCH AND  
MARCIA FISCH TRUSTEES  
108 WINDSOR POINTE DRIVE  
PALM BEACH GARDENS FL 33418

1-P0085-3

WINDSOR

 **BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York ☐ London

212 230-2424  
800 334-1343  
Fax 212 838-4061

WE HAVE THIS DAY DEBITED YOUR  
ACCOUNT WITH THE FOLLOWING:

1/04/08

CW CHECK

35,000.00

CLIENT'S ACCOUNT NUMBER

[ PEDS RETIREMENT TRUST  
GILBERT R FISCH AND  
MARCIA FISCH TRUSTEES  
108 WINDSOR POINTE DRIVE  
PALM BEACH GARDENS FL 33418 ]

1-P0085-3

**MEMO**

212 230-2424  
800 334-1343  
Fax 212 838-4061

2/08/08

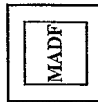
50,000.00

CLIENT'S ACCOUNT NUMBER

1-P0085-3

MEMO

**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York ☐ London



WE HAVE THIS DAY DEBITED YOUR  
ACCOUNT WITH THE FOLLOWING:

CW CHECK

PEDS RETIREMENT TRUST  
GILBERT R FISCH AND  
MARCIA FISCH TRUSTEES  
308 WINDSOR POINTE DRIVE  
PALM BEACH GARDENS FL 33418

212 230-2424  
800 334-1343  
Fax 212 838-4061

Pg 96 of 99



WE HAVE THIS DAY DEBITED YOUR  
ACCOUNT WITH THE FOLLOWING:

5/07/08

CW CHECK

25,000.00

CLIENT'S ACCOUNT NUMBER

1-P0085-3

PEDS RETIREMENT TRUST  
GILBERT R FISCHE AND  
MARCIA FISCHE TRUSTEES  
108 WINDSOR POINTE DRIVE  
PALM BEACH GARDENS FL 33418

**MEMO**



212 230-2424  
800 334-1343  
Fax 212 838-4061

9/03/08

30,000.00

CLIENT'S ACCOUNT NUMBER

1-P0085-3

WELLS

**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York ☐ London

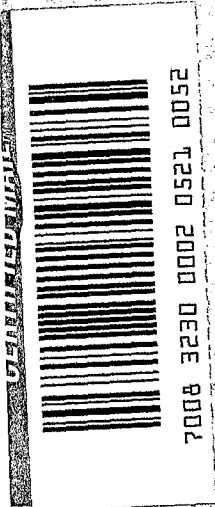
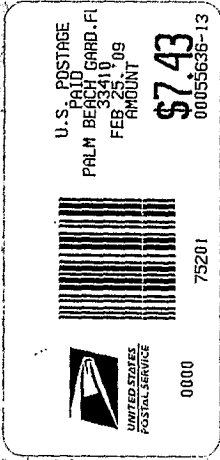


WE HAVE THIS DAY DEBITED YOUR  
ACCOUNT WITH THE FOLLOWING:

CW CHECK

PEDS RETIREMENT TRUST  
GILBERT R FISCHE AND  
MARCIA FISCHE TRUSTEES  
108 WINDSOR POINTE DRIVE  
PALM BEACH GARDENS FL 33418

Irving H. Picard, Esq.  
Trustee for Bernard L. Madoff Investment Securities LLC  
Claims Processing Center  
2100 McKinney Ave., Suite 800  
Dallas, TX 75201



PEDS RETIREMENT TRUST  
GILBERT R FISCH AND  
MARCIA FISCH TRUSTEES  
108 WINDSOR POINTE DRIVE  
PALM BEACH GARDENS, FL 33418

Irving H. Picard, Esq.  
Trustee for Bernard L. Madoff Investment Securities LLC  
Claims Processing Center  
2100 McKinney Ave., Suite 800  
Dallas, TX 75201